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IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. _____

Dr. MARVIN DUNN

v.

MIAMI DADE COLLEGE; DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE; AND MICHAEL BILECA, ROBERTO ALONSO, MARIA BOSQUE BLANCO, MARCELL FELIPE, ISMARE MONREAL, AND JUAN SEGOVIA, IN THEIR CAPACITY AS MEMBERS OF THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE,

defendants.
_____/

VERIFIED COMPLAINT FOR INJUNCTION BASED
ON VIOLATION OF FLORIDA'S GOVERNMENT IN THE SUNSHINE ACT

Plaintiff, Dr. Marvin Dunn, sues defendants MIAMI DADE COLLEGE, DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, AND MICHAEL BILECA, ROBERTO ALONSO, MARIA BOSQUE BLANCO, MARCELL FELIPE, ISMARE MONREAL, AND JUAN SEGOVIA, in their capacity as members of the District Board of Trustees of Miami Dade College, and, on verification, alleges as follows:

A. Nature of Action

1. This is an action for an injunction under the Florida Government in the Sunshine Act, Chap. 286, Fla. Stat., and a parallel provision of the Constitution of the State of Florida.

2. On September 23, 2025, Miami Dade College's District Board of Trustees voted to give away, for nothing, one of the institution's most valuable assets—a 2.6-acre piece of prime real estate (the "Land")—to the State of Florida, so the State could give it to the Donald J. Trump

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Presidential Library Foundation, Inc. That Foundation would then have five years to start construction of "*components* of a Presidential library, museum, and/or center." Neither the College nor the State has said anything about what *else* could be developed on this parcel. Nor is it stated what is meant by "components of a Presidential library, museum and/or center," or, for that matter, by "a Presidential library, museum and/or center." The State has since resolved to transfer the land to the Trump Foundation.

3. This action does not have to do with whether the District Board of Trustees made a wise decision. It is not brought to lodge a political protest. Rather, it deals with the fact that, in making its decision, the District Board of Trustees unquestionably violated Florida's sacrosanct Government in the Sunshine Act and the parallel (and underpinning) provisions of Article I, section 24, of the Constitution of the State of Florida (the "Constitution").[1]

4. There can be no reasonable dispute that the College, the District Board of Trustees, and its members are covered by the referenced provision of the Constitution and by the Sunshine Act. Rather, the question is: did the District Board violate those provisions of law in giving away the Land? If so, the decision is *void ab initio*.

5. The Sunshine Act requires "reasonable notice" to the public of a future meeting. The notice in this case provided the opposite of reasonable notice. The only thing that the College said to describe the purpose or agenda of the meeting was this:

> At this Special Board Meeting, the District Board of Trustees will discuss potential real estate transactions.

6. This "notice" is unquestionably inadequate, and therefore unreasonable. This was not, in any way, a typical or run-of-the-mill "real estate transaction." The proposed giveaway cannot

[1] Unless the context dictates otherwise, all references to the Sunshine Act should be understood also to be references to Art. I, section 24, Fla. Const.

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even charitably be characterized as a "transaction." No one not already in on the deal would have had any idea from this "notice" of what the District Board of Trustees was actually planning to do. In fact, the Vice Chairman of the District Board has claimed that the Board was unaware of the purpose of the decision but went ahead and voted for it because the Governor instructed them to do so.

7. Depriving the public of reasonable notice of this proposed decision was a plain violation of the Sunshine Act and of the Florida Constitution. It is unavoidable that the transfer of this Land must be enjoined and the decision to do so found to be *void ab initio*.

8. Plaintiff, as a citizen of this State, brings this action under the Sunshine Act to enjoin the transfer of the Land to the State of Florida. This action is filed to hold the defendants to the law and to provide adequate public input into a momentous decision.

B. <u>Parties</u>

9. Plaintiff is a citizen of the State of Florida.

10. Miami Dade College (the "College") is a public post-secondary educational institution. It is part of the "Florida College System. §§ 1000.21(5)(o), 1001.60(2), Fla. Stat.

11. As provided for under Florida law, the College is governed by a board of trustees, called the District Board of Trustees ("District Board") whose members are appointed by the Governor, subject to confirmation by the Florida Senate. §§ 1001.60-1001.64, Fla. Stat.

12. At all times material to this action, the members of the District Board were (and, on information and belief, are): Michael Bileca (Chair), Roberto Alonso (Vice Chair), Maria Bosque Blanco, Marcell Felipe, Ismare Monreal, and Juan Segovia. They are named in this action in their capacity as District Board Trustees.

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C. The Constitution and the Sunshine Act

13. Article I, section 24(b) of the Constitution provides:

> All meetings of any collegial public body of the executive branch of state government or of any collegial public body of a county, municipality, school district, or special district, at which official acts are to be taken or at which public business of such body is to be transacted or discussed, shall be open and noticed to the public and meetings of the legislature shall be open and noticed as provided in Article III, Section 4(e), except with respect to meetings exempted pursuant to this section or specifically closed by this Constitution.

14. The Sunshine Act covers "any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution". § 286.011, Fla. Stat.

15. The College, the District Board, and its members, are covered by the Sunshine Act.

16. The Sunshine Act provides that "all meetings" of an organization or individual covered by the Act "at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting." § 286.011(1), Fla. Stat.

17. The Florida Supreme Court has instructed the courts of this state that "the law must be broadly construed to effect its remedial and protective purpose," which is "to protect the public from closed door politics" and "to frustrate all evasive devices." *Sarasota Citizens for Responsible Gov't v. City of Sarasota*, 48 So. 3d 755, 762 (Fla. 2010) (citations omitted). Thus, "[m]ere showing that the government in the sunshine law has been violated constitutes an irreparable public injury," and "where officials have violated section 286.011, the official action is void ab initio." *Id.* (citation omitted).

18. The Sunshine Act also provides: "The board or commission must provide reasonable notice of all such meetings." *Id.* "Reasonable notice" is not defined in the Sunshine Act. The

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reasonableness of notice is thus a fact-specific inquiry. "[T]he type of notice given depends on the purpose for the notice, the character of the event about which the notice is given, and the nature of the rights to be affected." Att'y General Opinion 73-170 (discussing "due notice" as then required under Sunshine Act).

19. While the Attorney General's Office has recommended "publication of an agenda, if available," published agendas listing specific notice of each item to be discussed are not required by the Sunshine Act. AG Manual at 39-40. Nevertheless, agencies must provide notice thereof if required to do so under "other statutes, charter provisions, ordinances, or rules that may also apply and be more restrictive as to the type of notice and agenda required for a public board or commission to conduct its business." AG, Inf. Op. to Mattimore, February 6, 1996, available at https://www.myfloridalegal.com/ag-opinions/agenda-of-public-boards-requirements.

20. The College's Manual of Procedures states: "Any agreements that require approval by The District Board of Trustees must be accompanied by a Board agenda item in appropriate format prepared by the Originator." Man. Proc. 6300.D.1, available at https://www.mdc.edu/procedures/Chapter6/6300.pdf (Attachment 1).

21. Finally, Section 286.0114(2), Fla. Stat., provides that:

> Members of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission.[2] The opportunity to be heard need not occur at the same meeting at which the board or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the board or commission takes the official action.

[2] "For purposes of [s. 286.0114], 'board or commission' means a board or commission of any state agency or authority or of any agency or authority of a county, municipal corporation, or political subdivision."

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§ 286.0114(2), Fla. Stat.[3]

D. Plaintiff's Standing

22. Section 286.011(2) provides that "[t]he circuit courts of this state shall have jurisdiction to issue injunctions to enforce the purposes of this section upon application by any citizen of this state." "The Sunshine Law 'on its face[] gives the appellant standing without regard to whether he suffered a special injury.'" *Godheim v. City of Tampa*, 426 So. 2d 1084, 1088 (Fla. 2d DCA 1983); *see Silver Exp. Co. v. District Bd. of Lower Tribunal Trustees of Miami-Dade Community College*, 691 So. 2d 1099 (Fla. 3d DCA 1997) ("Sunshine Law . . . was enacted so as to permit any citizen to vindicate the public's interest in open government.").

E. Violation of Sunshine Act

23. At a Special Meeting held on September 23, 2025, the District Board, at a meeting that, on information and belief, all members of the District attended, decided to give—that is, transfer, for nothing—a 2.63-acre parcel of land the College owned, at 500 Biscayne Boulevard, Miami, Florida, to the State of Florida's Internal Improvement Trust Fund (the "Fund").[4] The members of the Board of the Fund are the members of the Florida Cabinet (Governor Ron DeSantis, Attorney General James Uthmeier, Chief Financial Officer Blaise Ingoglia, and Commissioner of Agriculture Wilton Simpson).

[3] Section 286.0114(8) provides that an action taken by an agency in violation of section 286.0114 is not void.

[4] Although Plaintiff has located on the Web both the notice of the meeting for this decision and the agenda item, he has been unable to locate a copy of the minutes of the meeting or the text of any resolution. The Court can take judicial notice of the decision of the District Board. *See* sec. 90.202, Fla. Stat.--(11) Facts that are not subject to dispute because they are generally known within the territorial jurisdiction of the court; (12) Facts that are not subject to dispute because they are capable of accurate and ready determination by resort to sources whose accuracy cannot be questioned.

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24. On information and belief, the Land is extremely valuable. One published estimate of its value is $360 million. Patricia Mazzei, *Florida Hands Over Prime Miami Property for Trump Library*, The New York Times, Sept. 30, 2025 (Attachment 2). The Miami-Dade County Property Appraiser ("PA") currently reports its "appraised value" and "market value" as approximately $67 million. It is widely known and understood that the PA's published estimates of "appraised" and "market" value are substantially lower than actual market value.[5]

25. According to Vice Chair Alonso, the District Board took this action because the Office of the President of the United States requested the Board, without explanation, to convey the Land to the State, so that, according to Alonso, he and his fellow District Board members did not know what the request was for. But, he said, "[t]here's not many options—we're appointed by the Governor." Mazzei, *id.* Alonso, interviewed on local television, made no mention of the request from the Federal Government, and said that they "had received a request by the State to convey over a piece of property on our Wolfson Campus." WPLG, *This Week in South Florida: Roberto Alonso* (Sept. 28, 2025), at 1:25-1:28, available at https://www.local10.com/this-week-in-south-florida/2025/09/28/this-week-in-south-florida-roberto-alonso/.

26. Irrespective of the specific circumstances of this giveaway, the speedy and uncritical transfer of the Land to the State for nothing, without any serious deliberation, without any economic analysis, and, on information and belief, solely because the Governor or the President, or both, wanted the District Board to do so, was a violation of the duty of care owed to the College by the Board members. Specifically, Florida law permits a College Board of Trustees to

[5] The Land is composed of twelve adjacent parcels of land, listed on the Property Appraiser's website as 500 Biscayne Boulevard. The appraised and market values of these parcels were obtained by clicking on each of the twelve parcels at https://apps.miamidadepa.gov/PropertySearch/#/ with the above address.

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"purchase, acquire, receive, hold, own, manage, lease, sell, dispose of, and convey title to real property," but only "in the best interests of the [College]." § 1001.64(37) Fla. Stat.

27. On information and belief, contrary to the Vice Chair's claim that the District Board was kept in the dark about what the transfer was for but agreed to the giveaway anyway—which, if true, is an admission of the abject failure of the Board members to fulfill their duties in a reasonable manner—the District Board knew full well when it agreed to transfer the land for nothing what the real purpose of the exercise was.

28. The real purpose of the giveaway was to enable the State of Florida, through the Fund, to give the land to the Donald J. Trump Presidential Library Foundation, Inc. ("Trump Foundation"), in the words of the Fund's agenda, "free from any waiver, encumbrance, or restriction except for the requirement that the subject parcel contains *components* of a Presidential library, museum, and/or center within five years of conveyance or that construction has commenced for a Presidential library, museum, and/or center." Agenda, Board of Trustees of Internal Improvement Trust Fund, Sept. 30, 2025, available at https://floridadep.gov/sites/default/files/09302025_ BOT%20 Agenda_2.pdf (Attachment 3). The State has announced that the Fund's Trustees have voted to give the land to the Trump Foundation. *Governor Ron Desantis and Cabinet Deed Land for the Donald J. Trump Presidential Library* (Sept. 30, 2025), available at https://www.flgov.com/eog/news/press/2025/governor-ron-desantis-and-cabinet-deed-land-donald-j-trump-presidential-library (Attachment 4).

29. Notice of the Special Meeting was given as follows:

a. Notice of the September 23, 2025, Special Meeting was provided on September 16, 2025. Public Notice: Notice of Special Board Meeting of District Board of

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Trustees of Miami Dade College, available at https://news.mdc.edu/pressrelease/public-notice-notice-of-special-board-meeting-district-board-of-trustees-miami-dade-college-09302025/ (Attachment 5). It is not known at the time of filing of this action what distribution was made of this Notice other than posting it on the College's website.

b. The only description of the purpose of the meeting in the "notice" was as follows: "At this Special Board Meeting, the District Board of Trustees will discuss potential real estate transactions."

30. This "notice" was unquestionably inadequate, and therefore unreasonable. This was not, in any way, a typical or run-of-the-mill "real estate transaction." No one not already in on the deal would have had any idea from this Notice of what the District Board of Trustees was actually planning to do. In fact, the Vice Chair of the District Board has claimed that the Board was unaware of the purpose of the decision but went ahead and voted for it because the Governor instructed them to do so.

31. An agenda for the District Board's Special Meeting was prepared. It is not known at the time of the filing of this pleading whether this agenda was made public, or when. The agenda stated that the only "action item" was "AUTHORIZATION TO CONVEY PROPERTY TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA." *See* https://www.mdc.edu/about/pdf/2025-trustee-agenda/20250923-agenda.pdf (Attachment 6) (capital letters in original). Like the notice, the agenda was materially incomplete and cannot be construed to have provided reasonable notice of the District Board's listed agenda item.

F. <u>Public Concern</u>

32. The decision of the District Board has aroused substantial negative comments from

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certain members of the community.

a. The President Emeritus of the College, Eduardo J. Padron, said that "the land that's been transferred to the state was meant for an expansion of the college's Wolfson campus to accommodate its growing student population," that "[i]t's very difficult to understand this because the public has not had a chance to even have a say on this," and that "[i]t['s] just frankly unimaginable that this decision was made without any real discussion of the consequences of what that will do to the college." Joshua Ceballos and Daniel Rivero, *Former Miami Dade College president calls Trump library land giveaway 'unimaginable,'* WLRN (Sept. 2025), available at https://www.wlrn.org/ government-politics/2025-09-25/trump-presidential-library-miami-dade-college (Attachment 7).

b. Plaintiff and former Florida International University Professor Dr. Marvin Dunn stated that "[t]he thing about this that really hurts me and outrages me is that they're taking land from our kids and giving it to someone for commercial, economic development." Anthony Cruz, *South Florida community leader calls for investigation of land transfer for future Trump library*, WLRN (Oct. 1, 2025), available at https://www.wlrn.org/government-politics/2025-10-01/south-florida-community-leader-calls-for-investigation-of-land-transfer-for-future-trump-library (Attachment 8).

c. Miguel ("Mike") A. Fernandez, a prominent businessman, called the plan "a direct theft of educational opportunity for political gain," and further stated that "[t]his land was never the governor's to give away. It belongs to the students. It belongs to the future." Miguel A. Fernandez, *Stop the political hijacking of Miami-Dade's future for a Presidential Library*, Miami Herald Op-Ed (Sept. 27, 2025), available at https://www.miamiherald.com/opinion/op-ed/article312284805.html (Attachment 9).

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G. Conclusion

33. The law requires an injunction against the defendants' giveaway made in the dark.

WHEREFORE, plaintiff respectfully requests:

1. An injunction against the conveyance of the Land to the State on account of the violation of the Sunshine Act described here.

2. Attorneys' fees as provided under the Sunshine Act.

3. Such other relief as the Court may deem just and appropriate.

Dated: October 6, 2025

Respectfully submitted,

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CERTIFICATE OF SERVICE

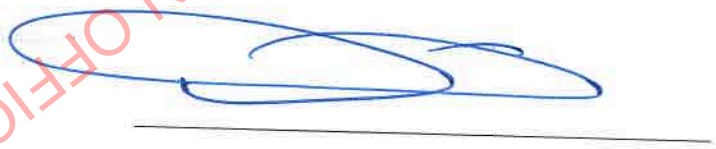
I CERTIFY that on October 6, 2025, I electronically filed this document with the Clerk of the Court using the Florida Courts E-Filing Portal. I also certify that this document is being served on all parties and counsel via e-mail generated by the E-Portal system.

By: */s/ Andrés Rivero*
ANDRÉS RIVERO

VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing Complaint and that the facts stated in it are true. Where indicated, the facts stated are true to the best of my knowledge and belief.

October 6, 2025



Dr. Marvin Dunn

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ATTACHMENT 1

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MANUAL OF PROCEDURE

PROCEDURE NUMBER:	6300
PROCEDURE TITLE:	Contracts, Agreements, and Leases - Signature Requirements and Procedures
STATUTORY REFERENCE:	Section 287.017, Florida Statutes State Board of Education, Rule 6A-14.0734, Florida Administrative Code, Section 448.095 (3)€, Florida Statutes, General Labor Regulations
BASED ON POLICY:	VI-2 Bidding for Commodities and Services VI-30 Contractual Agreements with Individuals or Organizations for Professional and Technical Services II-51 Salary Administration: Professional Exempt Contractual/Professional Exempt Non-Contractual/Support Non-Exempt
EFFECTIVE DATE:	April 4, 1984
LAST REVISION DATE:	November 8, 2005; June 28, 2023
LAST REVIEW DATE:	November 8, 2005; June 28, 2023

I. PURPOSE

To provide the necessary signature requirements and procedures to be used when submitting various types of contracts, agreements, and leases for approval.

II. PROCEDURE

Miami Dade College enters into various agreements with agencies, vendors, and other private entities for the provision of goods and services to the College. As required by Miami Dade College Policy, authorizations for these agreements are to be in accordance with Florida Statutes, State Board of Education Rules, and the regulations of the District Board of Trustees.

A. Purchasing Contract Thresholds

Authority to recommend, approve, and sign purchasing contracts are subject to the following contractual amounts based on cumulative totals college-wide in each fiscal year. Each Category threshold is set out in Section 287.017, Florida Statutes, as may be amended. As used in this Procedure, a "Senior Administrative Employee" is a full-time

College employee in Pay Grade 21 or above as designated by the Human Resources Department.

1. Purchasing contracts, including Agreements for Services, that do not exceed Category Three in the annual cumulative total may be approved by a Senior Administrative Employee.

2. Purchasing contracts, including Agreements for Services, that exceed Category Three but do not exceed Category Five in the annual cumulative total must be submitted for approval to the College President or the Executive Vice President and Provost.

3. Purchasing contracts, including Agreements for Services, that exceed the Category Five in the annual cumulative total must be submitted for approval to the District Board of Trustees.

4. Agreements for Services based on a daily rate that do not exceed $500 per day may be approved by a Senior Administrative Employee, subject to subsections 1-3 above.

5. Agreements for Services based on a daily rate that exceed $500 per day or where a daily rate cannot be established (except expense-only reimbursement contracts) must be submitted for approval to the District Board of Trustees.

The College will submit a monthly report to the District Board of Trustees of all purchasing agreements with any supplier/contractor/vendor which exceed Category Three but that do not exceed Category Five. All purchasing contracts must comply with MDC Procedure 6000, unless otherwise exempted by the Purchasing Department. If the College-wide, cumulative contractual totals within a fiscal year for any supplier/contractor/vendor exceed a threshold stated above, an updated approval must be obtained.

B. Method of Contracting

Contractual arrangements involving non-recurring, short-term, technical, or professional services in which no sustained relationship exists between the College and the Contractor may be executed via the Agreement for Services guidelines outlined in this Procedure. Under this arrangement as defined, the College and the Contractor acknowledge that the Contractor is performing technical or professional services as an independent contractor. Effective dates of services performed by a Contractor pursuant to an Agreement for Services shall not extend beyond June 30th of any given year; however, the Executive Vice President and Provost may approve an exception to this provision.

1. The procurement of services for which the definition of an independent contractor relationship is not met may not be secured via the established Agreement for Services guidelines outlined in this Procedure.

2. Other contractual arrangements, such as leases and/or long-term service contracts for common, recurring technical services, may be executed via an agreement provided by the Contractor. In these instances, the proposed contract must be reviewed and approved by the Office of Legal Affairs and/or the Purchasing Department prior to execution. This review may require feedback from other areas, such as the Risk

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Management Department, Office of Facilities Management or the Office of Information Technology prior to execution. Accordingly, sufficient lead time should be provided in advance of the requested contractual arrangement.

C. Signature Requirements and Processing

1. Purchase Orders issued by the College must be signed by the Director of Purchasing. The College President or designee must approve purchases that require emergency action.

2. Agreements for Services

The Agreement for Services form is used for obtaining non-recurring, short-term, technical or professional services of individuals, companies, or organizations. The agreement must be signed and dated by the Contractor and Originator, respectively. The agreement is not deemed to be fully executed until all of the required College signatures are secured. The College's final approver, as defined in this Procedure, shall be the last to sign the form. The original signed agreement should be submitted to the Purchasing Department and copies may be provided to the Contractor, the Originator, and the Originator's Campus President/Vice Provost/Vice President, as appropriate. Once a fully executed agreement is secured, the Originator shall input a Requisition in MDConnect, attach a scanned copy of the Agreement for Services to the online Requisition, and note the Requisition number on the Agreement for Services form.

The Agreement for Services Form is available on the Business Affairs website. All pages of the Form, as well as attachments such as addenda, statements of scope of work, resumes (for individuals), proof of insurance (when required), etc. must be included for approval and Purchase Order processing. All sections of the Form must be filled in (in typed format) and if a section is not applicable, "N/A" must be typed in the section. Handwritten or incomplete Agreement for Service forms will be returned to the Originator for corrective action.

i. <u>Definitions</u>

(a) Consultants are persons the College utilizes to perform a non-recurring task. The services of the individual are available to the general public and other employers. The individual must be eligible to work in the U.S. as per U.S. Department of Homeland Security and the Social Security Administration and must be E-verified as per Florida Law. Consultants may perform services for multiple organizations simultaneously. The work to be performed is specific and specialized with the individual having expertise at a professional level, which allows the task to be accomplished without instruction or training. The consultant is free to set his or her own work methods, place, and time. The assignment is generally short term, lacks regularity, and there is no sustained continuing relationship between the College and the consultant.

(b) Actors may be engaged individually or through an agent to perform in professional productions, mini-series, or personal presentations

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produced by the College.

(c) Guest lecturers, models, game officials, and providers of other intangible services may be procured within the guidelines established by this Procedure.

(d) Agreements with individuals shall include the delivery of services for an established daily rate and may include reasonable travel and agreed-to expense reimbursement within the guidelines of MDC Procedure 3400 and Section 112.061, Florida Statutes relating to economical travel and/or per diem.

(e) In accordance with College Policies II-51 and VI-30, active full-time and part-time employees of the College are not eligible to be contracted under an Agreement for Services.

ii. Processing

(a) In those cases where an agreement is initiated by a Senior Administrative Employee, the review by and signature of the College President or the Executive Vice President and Provost is required.

(b) If an agreement must be submitted to the District Board of Trustees, the agenda item will be prepared by the Originator in the appropriate format and forwarded to the appropriate Campus President, Vice Provost, or the Executive Vice President and Provost for Board action.

(c) After all signatures and approvals are obtained on the agreement form, the agreement shall be returned to the Originator for forwarding copies and input of a Requisition. A copy of the Board-approved agenda item should be attached to the Agreement for Services and submitted to the Purchasing Department in accordance with this Procedure.

iii. Payment Processing for Agreements for Services

(a) Purchase Orders shall be established to facilitate payment(s) on all Agreements for Services. After all approvals and signatures are obtained on the agreement, the Originator shall initiate a Requisition and reference the Requisition number on the agreement. The agreement shall be forwarded through established channels of approval and the Purchasing Department for review and issuance of a Purchase Order.

(b) Upon completion of the contractual service by the individual, company, or organization, the Originator shall submit signed invoice(s) to the Accounts Payable Department for payment in accordance with established College procedure. Signed invoices shall reference the appropriate Purchase Order number.

3. External Real Property Use or Rental/Lease

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i. When no lease is required, the Agreement for Services may be used following the processes in this Procedure.

ii. When a lease or other similar agreement is required for the external use of real property, the appropriate Campus President, Vice Provost/President, or the Executive Vice President and Provost, must review and approve the terms and conditions.

iii. For any external leases or other similar agreements, any insurance provisions must be reviewed and approved by the College's Director of Risk Management. This review may require feedback from other areas, such as the Office of Facilities Management or the Office of Information Technology prior to execution. These documents must be then sent to the Office of Legal Affairs for legal review and approval.

iv. Any agreements using College templates approved by the Office of Legal Affairs do not require Risk Management or Legal review unless modifications to the template are requested.

v. Sufficient lead time should be provided in advance of the anticipated start date.

vi. Payment Processing for Property Use or Rental/Lease

(a) The payment process for property use or rental/leases is the same as described in Section II.C.2.(iii). of this Procedure.

(b) If invoices are not a requirement for payment on the rental/lease agreement, then a copy of the rental/lease agreement may be used in lieu of an invoice as evidence of the appropriate payment terms.

4. Contracts with the Federal Government

i. Contracts and agreements with the Federal government shall be presented to the Board for approval as a special agenda item. Any insurance provisions must be reviewed and approved by the College's Director of Risk Management. These documents must be then sent to the Office of Legal Affairs for legal review and approval.

ii. The agenda item will be prepared by the Originator in the appropriate format and forwarded to the Campus President or Vice Provost for Board action.

iii. After all signatures and approvals are obtained, the agreement shall be returned to the Originator for forwarding copies and input of a Requisition. The Originator will then forward the original document to the Purchasing Department in accordance with this Procedure.

5. Information Technology Consultants

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i. Agreements with individual consultants for information technology-related services must be reviewed and approved by the Office of Information Technology prior to execution. This includes agreements that require the consultant to have access to the College's computer systems, internet, intranet, website, or social media accounts, or where consultants will have access to College student or employee information. The Office of Information Technology may require additional documentation from the Originator. Any insurance provisions must be reviewed and approved by the College's Director of Risk Management. These documents must be then sent to the Office of Legal Affairs for legal review and approval.

ii. The approval from the Office of Information Technology must be documented and attached to the Agreement for Services Form prior to securing the signatures of the Contractor and College approvers in accordance with this Procedure.

iii. Signature requirements for Agreements for Services in connection with consultants for information technology-related services are the same as those described in Section II.A.2. of this Procedure.

iv. After all signatures and approvals are obtained on the form, the agreement shall be returned to the Originator for forwarding copies and input of a Requisition. The Originator will then forward the original document, inclusive of attachments, to the Purchasing Department in accordance with this Procedure.

v. The payment process for information technology-related consultant services is the same is the same as described in Section II.C.2.(iii). of this Procedure.

D. General Instructions

1. Rationale for the Board Agenda

Any agreements that require approval by The District Board of Trustees must be accompanied by a Board agenda item in appropriate format prepared by the Originator.

2. College Liability

When a contract or agreement might subject the College to an insurance liability, the Originator must discuss the conditions of the contract or agreement with the Director of Risk Management and the Office of Legal Affairs.

3. Insurance Coverage

Depending on the nature of services to be performed, the Contractor may be required to secure and maintain liability insurance for the duration of the term of the contract and provide the College with a certificate of insurance, naming The District Board of Trustees of Miami Dade College, Florida, as an additional insured. Originators may contact the Office of Risk Management for assistance in

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determining whether this subsection applies to the proposed services.

4. Timely Submission of Contracts and Agreements

Contracts and agreements are not deemed to be executed until all required signatures are secured. To ensure the accuracy of this information, the Originator should obtain a completed IRS Form W-9 "Request for Taxpayer Identification Number and Certification" from the contracting party unless they are already established as a registered Supplier of the College.

Services may not be rendered until a fully executed agreement is secured. Under extenuating circumstances, the Originator must obtain prior written approval (i.e. email) from the Campus President, Vice Provost/President, or Executive Vice President and Provost.

5. Conflicts of Interests and Contracts and Agreements with Family Members of College Employees

Under no circumstances may any College employee execute or approve a contract or agreement with any person or entity which may cause or create the appearance of a conflict of interest as provided for in MDC policies and procedures, and under Florida law. Failure to comply with this guideline may result in discipline up to and including termination of employment, and as otherwise provided for by law.

6. Approval Designation

i. A Senior Administrative Employee may delegate signature authority to a direct report which is a full-time College employee in Pay Grade 17 or above, as designated by the Human Resources Department, for contractual amounts based on cumulative totals College-wide in each fiscal year which do not exceed $5,000.

ii. A memorandum delegating signature authority for any fiscal year must be on file with the Purchasing Department and the Office of Legal Affairs.

iii. All delegations expire on June 30th of each year and must be renewed. In the event a Senior Administrative Employee or an employee with delegated authority under this subsection change position or separate from the College, any delegations shall also terminate.

iv. Any person executing any agreement without the authority as provided for under this Procedure may be personally liable under such agreement, and may be subject to discipline up to and including termination of employment, and as otherwise provided for by law.

7. College Template Agreements

i. The Office of Legal Affairs may develop and approve template agreements for use by College personnel. These template agreements permit College personnel

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to easily add business terms such as price, quantity, specific scope of work, etc. and have standard legal terms already included.

ii. Use of approved template agreements do not require review by the Office of Legal Affairs. College personnel are not permitted to change any terms on an approved template agreement.

iii. The Office of Legal Affairs will periodically review and modify templates as deemed necessary. Updates will be documented by version date on the template.

8. Amendments to College Template Agreements

i. Changes to price, quantity, term, and scope of work on the Agreement for Services may be amended using the Addendum form available on Business Affairs website. The addendum must be signed by the Contractor and the College's final approver.

ii. Changes to the approved terms and conditions provided for in templates approved by the Office of Legal Affairs, including the Agreement for Services form, are generally not permitted. There may be instances where the Contractor and Originator may have the need to modify terms, amend descriptions and/or details outlined in the template or original agreement. When necessary, an addendum or amendment to the template agreement may be completed and attached to a copy of the original agreement.

iii. The proposed amendments must be submitted for review and approval to the Office of Legal Affairs. Once reviewed and approved by the Office of Legal Affairs, the addendum must be signed by the Contractor and the College's final approver.

iv. Upon execution, the Originator may request a Change Order to the Purchase Order (i.e. if total cost of service is affected by the addendum).

	06/28/2023
PRESIDENT	**DATE**

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ATTACHMENT 2

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The New York Times, 9/30/25

Florida Hands Over Prime Miami Property for Trump Library

President Trump has not revealed any concrete plans for a future library, but his son and others have been scouting possible sites in South Florida for months.

The land that Gov. Ron DeSantis wants to be the site of President Trump's presidential library is a parking lot that, until last week, belonged to Miami Dade College.Credit...Marta Lavandier/Associated Press

By Patricia Mazzei
Reporting from Miami

Sept. 30, 2025

Gov. Ron DeSantis and other top elected Republican state officials donated a prime state-owned property in downtown Miami on Tuesday to the nonprofit raising money for President Trump's presidential library.

Some estimates say that the property, facing Biscayne Bay, is worth hundreds of millions of dollars. It belonged to Miami Dade College until last week, when the college's trustees voted without any discussion to convey it to the state.

Mr. DeSantis and the Florida Cabinet — the state attorney general, agriculture commissioner and chief financial officer — unanimously approved the conveyance of the property to the nonprofit when they met on Tuesday in Tallahassee, in their capacity as the trustees of a fund that controls state lands. Their discussion before the vote lasted less than three minutes. Minutes later, the president's son Eric posted on social media that the library would be built in Miami, and thanked Mr. DeSantis and James Uthmeier, the attorney general, for their help in securing the site.

"Consistent with our families DNA, this will be one of the most beautiful buildings ever built, an icon on the Miami skyline," Eric Trump wrote.

The move essentially puts the property under the control of the Trump family. The Florida-based foundation that has been given the land was incorporated in May by Eric Trump and the president's son-in-law Michael Boulos.

Conveying the property as a gift affirmed that the governor and cabinet members believed that its "intended use will provide a greater benefit to the public than its retention in state ownership," according to agenda documents for Tuesday's meeting.

Eric Trump is among several people close to the president who scouted possible library sites in South Florida over the last few months. One such site, at Florida Atlantic University, was near the president's Mar-a-Lago estate in Palm Beach, but was subject to height restrictions because of its proximity to an airport.

Another, on the grounds of Florida International University, was near Mr. Trump's golf course in Doral. But that location was deep in the suburbs.

The 2.63-acre property in downtown Miami, currently a parking lot, is the most valuable of the three, with its waterfront views, proximity to public transportation and space for several towers. Under the terms of the transaction, only certain "components" of the property would be required to house a presidential library, museum or center, according to the state. Construction would have to begin within five years.

The rest of the property could house other ventures, such as a hotel, as Mr. Trump is believed to want. Nothing would preclude the building of condos, restaurants or other commercial ventures on the site, which some big-name developers had previously eyed.

Before the vote on Tuesday, Mr. DeSantis said that it would be the first presidential library to be affiliated with a state college, rather than a university.

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Miami Dade College has said little about giving up the property. The college received a letter from the Office of Cabinet Affairs on Sept. 16 requesting the conveyance without any explanation, according to a copy that The New York Times obtained through a public records request. Roberto Alonso, the board's vice chairman, said in an interview that the college's trustees could only guess at what the request was for.

"There's not many options — we're appointed by the governor," he said.

Still, Mr. Alonso said, putting a presidential library on the site would be an "amazing opportunity."

"It's a place to go and have dialogue," he said. "It's a place for our students to learn about the highest office."

Miami Dade College has used the property as a parking lot for the Freedom Tower, a locally beloved building that the college owns, where Cuban refugees were given assistance decades ago when they first arrived in South Florida. The 100-year-old yellow tower, now a museum, reopened this month after a two-year, $25 million renovation.

Mr. Uthmeier said in a video posted on X last week that he could think of "no better location" for Mr. Trump's library than next to Florida's "Ellis Island of the South."

Others have expressed dismay at the prospect, either because of the president's posture toward immigrants or because they do not think public land should be donated for a political enterprise, especially without public input.

"That land belongs to our kids," said Marvin Dunn, a Miami historian. "It belongs to their educational future, and to give it to a politician — any politician — is wrong."

Dr. Dunn organized a protest outside the site on Monday and said he was hoping to file a lawsuit against the conveyance after it was completed on Tuesday, as expected.

One of Mr. Trump's scouts for potential library sites is Steven Witkoff, his Middle East envoy, a fellow real estate developer who is involved in a large project in downtown Miami. Mr. Trump's son-in-law Jared Kushner owns rental condos just north of downtown.

Anne-Christine Carrie, an urban planner and planning consultant who is an expert on Miami's zoning code, said the "highest and best use" of the property would be towers up to 100 stories high that together could house some 2,500 condo units.

The lack of a residential parking requirement is a rarity for condo construction in Miami, she said, and makes the site all the more valuable. Ms. Carrie noted, however, that

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construction on nearby developments has been delayed in the past after ancient relics were discovered at the sites.

Miami Dade College bought the property for $24.8 million in 2004. The Miami-Dade County property appraiser lists its value today at more than $67 million, but that is just a fraction of its likely market value, especially given the favorable zoning and building rules, said Peter Zalewski, a real estate consultant who tracks local trends in the condo market.

Mr. Zalewski estimated that the property could sell for at least $360 million on the market, based on a calculation that took into account the cost per square foot for condo units in the area, plus a premium for new construction.

“There’s all kinds of ways that thing would just be a cash cow,” he said of the site.

Maggie Haberman contributed reporting from New York.

Patricia Mazzei is the lead reporter for The Times in Miami, covering Florida and Puerto Rico.

A version of this article appears in print on Oct. 2, 2025, Section A, Page 15 of the New York edition with the headline: DeSantis Hands Over Prime Miami Property For Presidential Library.

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ATTACHMENT 3

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AGENDA
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
September 30, 2025
Attachments to the items below can be viewed at the following link:
floridadep.gov/cab/cab/content/agendas

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Item 1 Miami-Dade Conveyance of Non-Conservation Lands/ Determination

REQUEST: Consideration of (1) acceptance of a conveyance; (2) a determination that the conveyance of 2.63 acres, more or less, of state-owned non-conservation land by sale, gift, or exchange will provide a greater benefit to the public than its retention in public ownership, pursuant to Rule 18-2.018(3)(b)1.c., F.A.C.; and (3) a delegation of approval to convey such lands to the Donald J. Trump Presidential Library Foundation, Inc. free from any waiver, encumbrance, or restriction except for the requirement that the subject parcel contains components of a Presidential library, museum, and/or center within five years of conveyance or that construction has commenced for a Presidential library, museum, and/or center.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: Miami-Dade

GRANTEE: Donald J. Trump Presidential Library Foundation, Inc.

LOCATION: Portions of Lots 1 to 15 of Block 61N, Knowlton's Map of Miami, bounded by NE 5th St., NE 2nd Ave., NE 6th Street, and U.S. Hwy. 1 ("US 1/Biscayne Boulevard") as reflected in the Florida Department of Transportation Right of Way Map 870.30. A detailed legal description, the prior recorded description in Book Number 22382 pages 2052-2053, and a map of the subject property are attached.

STAFF REMARKS: The approximately 2.63-acre subject property is a contiguous piece of non-conservation land in Miami-Dade County currently utilized by Miami-Dade College (MDC) as an employee parking lot for the Wolfson Campus. On September 23, 2025, the MDC Board of Trustees approved the conveyance of the subject property to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees).

Immediately adjacent to the Freedom Tower along US 1/Biscayne Boulevard, the subject property overlooks Biscayne Bay—an attractive location for the construction of a Presidential library, museum, and/or center to honor the service of President Donald J. Trump.

Department staff have determined that the subject property can be conveyed by sale, gift, or exchange if the Board of Trustees makes an affirmative finding, pursuant to Rule 18-2.018(3)(b)1.c., F.A.C., that the conveyance of subject property for the intended use will provide a greater benefit to the public than its retention in state ownership.

As proposed, the conveyance will increase economic development opportunities in the region and provide generations of Floridians the ability to reflect and honor the service and legacy of an American President through the time-honored tradition of Presidential libraries and museums. As such, Department staff find that the greater benefit to the public will be achieved through the conveyance of the subject property than its retention in state ownership.

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Item 1, cont.

As a condition of conveyance, Department staff recommend a requirement that, within five years of the date of conveyance, the subject property contains components of a Presidential library, museum, and/or center or that construction has commenced. Should the property not be used for the aforementioned purposes, the Board of Trustees would reserve the right to exercise reversionary interests.

Deed Restriction
That, upon conveyance, the subject property contains components of a Presidential library, museum, and/or center or that construction has commenced for a Presidential library, museum, and/or center within five years of the date of conveyance. Should the property not be used for the aforementioned purposes, the Board of Trustees reserves the right to exercise reversionary interests.

Noticing
As the subject property is less than five acres, Rule 18-2.019(3)(f)2., F.A.C., does not apply.

Comprehensive Plan
A consideration of the status of the local government comprehensive plan was not made for this item as the Department has previously determined that land conveyances are not subject to the local government planning process.

(Attachment 1)

RECOMMEND: **APPROVAL BY GIFT WITH DEED RESTRICTION**

****

Item 2A **Ocean Highway & Port Authority Sovereignty Submerged Lands Lease**

REQUEST: Consideration of an application for a new five-year sovereignty submerged lands lease containing 287,935 square feet, more or less, for a commercial docking structure.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: Nassau

APPLICANT: Ocean Highway & Port Authority
(Port of Fernandina)
Lease No. 450355292
Site No. 377333
Consent Order with Temporary Use Agreement No. 23-1615

LOCATION: N. Front Street
Fernandina Beach, FL 32034
Waterbody: Amelia River
Classification: Class III, Not Approved for Shellfish Harvesting

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Item 2A, cont.

Designated Manatee County: No
Manatee Aggregation Area: No
Manatee Protection Speed Zone: Idle Speeds All Year

CONSIDERATION: The Applicant qualifies for a waiver of lease fees pursuant to section 253.77(4), F.S., and Rule 18-21.011(1)(b)7, F.A.C.

STAFF REMARKS: In accordance with rules adopted pursuant to sections 373.427(2) and 253.77(2), F.S., this "Consent Order with Temporary Use Agreement" contains a recommendation for issuance of the authorization to use sovereignty submerged lands under Chapters 253 and 258, F.S. The Board of Trustees is requested to act on those aspects of the activity which require authorization to use sovereignty submerged lands.

The project is required to demonstrate that it is "not contrary to the public interest," pursuant to Rule 18-21.004(1)(a), F.A.C. The Applicant has provided reasonable assurance that the existing structure will maintain essentially natural conditions; will not significantly impact fish and wildlife or other natural resources, including public recreation and navigation; is consistent with the goals and objectives of the "Conceptual State Lands Management Plan;" is consistent with the local government's comprehensive plan; and will not interfere with the riparian rights of adjacent property owners. Therefore, the Department is of the opinion that the proposal is "not contrary to the public interest" and otherwise meets all applicable requirements for a proprietary authorization to use sovereignty submerged lands, pursuant to Article X, Section 11 of the Florida Constitution, Chapter 253, F.S., associated Rule 18-21, F.A.C., and the direction of the Board of Trustees.

Background
On April 18, 1985, the Florida Department of Environmental Regulation (DER) issued Permit No. 45-0823499 to the Fernandina Marine Terminal, Inc. This permit authorized the construction of an 80,000 square foot pier parallel to the shoreline with three 4,800 square foot entrance ramps extending to the shore from the middle and each end of the pier.

On July 2, 1991, DER issued Permit No. 45-1806479 to the current Applicant for dredging in the mooring berth up to -40 feet at mean low water.

On October 23, 1997, the Florida Department of Environmental Protection (Department) issued the original authorization, granting the Applicant proprietary authorization of Consent to Use along with Permit No. 45-277745-9. This permit authorized the construction of a 580-foot-long pier extension. This extension granted widths varying from 20 to 50 feet.

On July 10, 2019, the Department issued Permit No. 45-0377333-001-EE to the Applicant, which authorized maintenance dredging. The maintenance dredging was to return the mooring berth at the port to the previously authorized depth of -40 feet at mean low water. During the permit application review process, it was discovered that the original authorization, issued in 1997, should have been a lease pursuant to Rule 18.21.005(d), F.A.C., not a proprietary authorization of Consent to Use, which is why project is being brought under lease now.

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Item 2A, cont.

On March 17, 2025, the Department issued a Consent Order with Temporary Use Agreement. The Temporary Use Agreement authorizes 287,935 square feet, more or less, of preemption for the continued operation of the deep-water port. The port consists of approximately 115,152 square feet of concrete dockage with a mooring area used in conjunction with the upland commercial off-loading facility.

Project Description
The project includes an existing docking structure of approximately 115,152 square feet used in conjunction with a deep-water port. The project is within the waterward extent of the Amelia River, a Class III waterbody, and will include a five-year sovereignty submerged land lease containing 287,935 square feet.

Resources
Historically, the area does not contain submerged resources, and there have been no resources observed in the project area. The project consists of an existing structure that has been in place since 1985.

Noticing
The sovereign submerged lands lease was noticed to property owners within a 500-foot radius of the existing project, and other interested parties, pursuant to Rule 18-21.004(1)(m), F.A.C. Three property owners were specifically noticed, and no objections were received by July 18, 2023, the end of the comment period.

(Attachment 2A)

RECOMMEND: **APPROVAL, SUBJECT TO THE SPECIAL LEASE CONDITIONS**

****

Item 2B **City of Miami Beach Sovereignty Submerged Land Lease/ Recommended Consolidated Intent**

REQUEST: Consideration of an application for the (1) authorization to exceed 150,000 square feet of preemption pursuant to Rule 18-21.0051(2)(a), F.A.C., for a mooring field that does not qualify for a general permit under Rule 62-330.420 F.A.C.; (2) a new five-year sovereignty submerged lands lease containing 4,647,175.4 square feet, more or less, for a public mooring field; (3) determination that the proposal constitutes a public necessity pursuant to Rule 18-18.004(22), F.A.C.; and (4) determination that the proposal is clearly within the public interest pursuant to section 373.414(1)(a), F.S.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: Miami-Dade

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Item 2B, cont.

APPLICANT: City of Miami Beach
Lease No. 130372356
Application No. 13-452193-001-EI
Permit No. 452193-001

LOCATION: Sections 04 & 28, Township 54 & 53 South, Range 42 East
Aquatic Preserve: Yes, Biscayne Bay Aquatic Preserve
Waterbody: Biscayne Bay
Classification: Class III, Not Approved for Shellfish Harvesting
Designated Manatee County: Yes, with an approved Manatee Protection Plan
Manatee Aggregation Area: No
Manatee Protection Speed Zone: Slow Speed Zone

CONSIDERATION: The proposed project qualifies for a waiver of lease fees pursuant to Rule 18-21.011(b)(7), F.A.C., which states that fees may be waived for government entities that are either not-for-profit or non-profit uses when the revenues are used for operation and maintenance of the structure and the activity is consistent with the public purposes of the city organization and is not an adjunct to a commercial endeavor.

STAFF REMARKS: In accordance with rules adopted pursuant to sections 373.427(2) and 253.77(2), F.S., this "Recommended Consolidated Notice" contains a recommendation for issuance of both the permit required under Part IV of Chapter 373, F.S., and the authorization to use sovereignty submerged lands under Chapters 253 and 258, F.S. The Board of Trustees is requested to act on those aspects of the activity that require authorization to use sovereignty submerged lands.

The project is required to demonstrate that it is "clearly in the public interest," pursuant to Article X, Section 11 of the Florida Constitution, Chapter 253, F.S., Rule 18-18.006, F.A.C., and section 373.414(1)(a), F.S. The Applicant has provided reasonable assurance that the proposal will maintain essentially natural conditions; will not significantly impact fish and wildlife and other natural resources, including public recreation and navigation; is consistent with the local government's comprehensive plan; and will not interfere with the riparian rights of adjacent property owners. Therefore, the Department is of the opinion that the proposal is "clearly within the public interest" and otherwise meets all applicable requirements for a proprietary authorization to use sovereignty submerged lands.

Background
The proposed project currently exists as an unauthorized mooring field located between 5th and 18th Streets in Miami. Historic aerials indicate that mooring within the proposed lease boundary began in 1995; however, the number of vessels and their locations have varied. As of May 9, 2024, there were approximately 135 vessels moored within the proposed lease boundary. The site is currently unmanaged by Miami-Dade County or the City of Miami Beach and is not authorized by the Department.

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Item 2B, cont.

Upland Support Facility Permitting/ Compliance History

The proposed mooring field is associated with the City of Miami Beach Marina, and the marina will serve as the upland support facility, which provides services such as bathrooms, parking, shower facilities, fueling, pump-outs, and other upland amenities for patrons using the mooring field. The marina was first authorized on January 21, 1986, by the Board of Trustees when they approved a 25-year sovereignty submerged lands lease, including a five-year renewal option. This new lease superseded Lease No. 130765469, authorized the preemption of approximately 1,648,911 square feet, and designated the area of preemption for use as a commercial marina. Subsequently, on October 18, 2000, Permit No. 13-0082447-001-ES was issued for emergency repairs to a force main within the marina's boundaries. Permit No. 13-0082447-002-ES, issued on August 27, 2002, allowed for the reconfiguration of "Pier A" and "Pier M," along with the placement of a concrete mat over the force main for protection. Further repairs and replacements of existing dock structures were authorized on September 17, 2002, under Permit No. 13-0082447-003-EE. Concurrently, Permit No. 13-0082447-004-EE, for a "De minimis" activity, approved the removal of 675 square feet of dock and 25 piles to facilitate seawall repairs.

On January 17, 2003, Permit No. 13-0082447-005-EM modified Permit No. 13-0082447-001-ES, allowing for the placement of limestone boulders over the previously authorized concrete mat to enhance force main protection. A further modification, Permit No. 13-0082447-006-EM, was issued on April 22, 2003, to elevate 12 finger piers at "Pier A" to five feet above the mean high waterline and change their material to grated.

On July 1, 2004, the City of Miami Beach applied for Permit No. 13-0082447-008-EM to move and expand floating vessel platforms within the marina. This application was ultimately withdrawn on July 2, 2005, after the Department indicated that the lease had not yet been renewed and outstanding compliance issues persisted consisting of unauthorized floating vessel platforms which have since been resolved. Separately, on July 15, 2005, Permit No. 13-0082447-009-EI was issued for the temporary installation of floating docks associated with the filming of the "Miami Vice" movie, with the stipulation that they be removed within two weeks of the last posted filming date.

The lease was subsequently renewed on April 28, 2010, extending its term through January 21, 2036, and clarifying its use as commercial. Following the renewal, Permit No. 13-0082447-010-ES was issued on April 28, 2011, authorizing the installation of additional docking structures and boatlifts at "Pier A." On June 4, 2013, Permit No. 13-0082447-011-ES allowed for the installation of boatlifts within existing slips at the marina. Most recently, on April 9, 2020, Permit No. 13-0082447-012-EM authorized the construction of floating vessel platforms within 16 existing slips.

Project Detail

The proposed project will authorize a new 130-slip public mooring field, which will operate in conjunction with the Miami Beach Marina, serving as its upland support facility. In-water work consists of the following, (1) the installation of 130 mooring buoys; (2) the installation of 50 regulatory buoys marking the edge of the mooring field; (3) the installation of 12 no-anchoring buoys marking the edge of the 100 foot-wide access channel surrounding the mooring field; (4) the installation of two

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Item 2B, cont.

pilings used as navigational aids; and (5) the removal of debris found within the mooring field, various materials such as concreate, rubble, fishing gear, etc., and two submerged vessels.

The proposed project is situated within Biscayne Bay, specifically within the Biscayne Bay Aquatic Preserve, which is designated as an Outstanding Florida Water and classified as a Class III waterbody. The proposed project will preempt 4,647,175.4 square feet (106 acres), more or less, for a public mooring field. As proposed, the mooring field will accommodate private recreational vessels up to 60 feet in length with drafts up to 7.5 feet. Water depths in the preempted area range from -12 to -14 feet, which is sufficient for the proposed use, thus no dredging is being proposed.

Public Interest and Necessity Statement
For activities occurring within an Outstanding Florida Water, an applicant must demonstrate that their proposal is clearly within the public interest pursuant to section 373.414(1)(a), F.S. The Applicant submits that the proposed project is in the public interest as evidenced by the following, which would be enacted through the public mooring field's management plan:

1. The Miami Beach Marine Patrol will ensure that only vessels capable of self-propulsion and possessing valid registration are permitted to moor. This measure aims to prevent vessels from becoming derelict, which could negatively impact resources and water quality.
2. The mooring field will feature pre-installed anchoring points, eliminating the need for individual vessel anchoring. This design, combined with the prohibition of additional anchoring in the management plan, will prevent damage to seagrasses and other benthic resources within the area.
3. The discharge of greywater or other pollutants will be strictly prohibited. The associated upland support facility will offer necessary pump-out and fueling services. All vessels entering the facility must empty their holding tanks upon arrival, and vessels with overnight occupancy or liveaboards are required to discharge their tanks at least once every seven days.

Pursuant to Rule 18-18.004(22), F.A.C., projects are deemed a public necessity if they are required for the protection of the health and safety of the public and no other reasonable alternative exists.

The unregulated mooring field has expanded significantly, from four vessels in 1995 to approximately 134 vessels as of 2024. This growth has led to public concerns regarding degraded water quality, impacts on benthic resources, and navigational safety. In 2019, the City of Miami Beach adopted a resolution to explore solutions to these issues. As a result, a proposal was developed to place the area under a lease for a managed public mooring field. This action is intended to address public health and safety concerns by implementing regulatory mechanisms available through a permit and a sovereign submerged lands lease. Therefore, the Department is of the opinion that the proposal is clearly within the public interest and satisfies the public necessity criteria required for proprietary authorizations to use sovereignty submerged lands pursuant to section 373.414(1)(a), F.S., and Rule 18-18.004(22), F.A.C.

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Item 2B, cont.

Resources
Departmental site inspections and the Applicant's benthic survey, conducted on September 12, 2024, confirmed the presence of three seagrass species (*Halophila decipiens, Halodule wrightii,* and *Thalassia testudinum*) both adjacent to and within the proposed project footprint.

New work in these resource-sensitive areas is projected to result in a total direct impact of 3.773 square feet, calculated based on the dimensions of the proposed anchors' terminal heads. Additionally, secondary impacts totaling 34.692 square feet were calculated, accounting for the submerged subaqueous disks that will be beneath the seafloor after installation.

To minimize environmental disruption, the Applicant chose to position moorings and restrict the area of "swing circles" away from locations confirmed to have a seagrass density of 30 percent or greater.

Given the total calculated direct and secondary impacts, approximately 38 square feet, the Department has determined that the proposed activities will not lead to adverse direct, secondary, or cumulative impacts on surface waters. Consequently, mitigation is not required for this project.

Mooring Field Management Plan
Based on the presence of unauthorized mooring and derelict vessels, the City of Miami Beach sought to develop mooring field practices to enforce proper anchoring practices within the mooring field. The City of Miami Beach has submitted a proposed Mooring Field Management Plan that provides background information, design, operational rules, procedures, and objectives for their oversight and management of the entire mooring field. Provisions of the Mooring Field Management Plan include, but are not limited to the following:

The Harbormaster is responsible for enforcing all conditions of the sovereign submerged lands lease, associated permits, and the Mooring Field Management Plan. Unauthorized mooring is strictly prohibited; only vessels in good working order that comply with U.S. Coast Guard environmental and safety standards and Chapter 327, F.S., may moor.

For occupants, dinghy docks will be provided at no cost on a first-come, first-served basis. Commercial and illegal activities are not permitted, and liveaboard vessels are limited to a maximum mooring period of 90 days.

Environmental protection is a primary focus. Waste discharge is prohibited; occupants must use pump-out facilities for sewage and other waste upon entering and leaving the mooring field, and liveaboards are required to do so every seven days. Fueling within the mooring field, disposal of garbage into surface waters, and vessel repairs (except for minor, non-emergency repairs with prior authorization from the Harbormaster) are also prohibited.

To promote environmental awareness, information on local wildlife, such as manatees, will be available at the Harbormaster's office. Cleaning vessels with detergents containing phosphates, chlorine, or petroleum distillates is also forbidden. Finally, occupants are encouraged to use the upland amenities at the Miami Beach Marina, including showers, restrooms, and laundry facilities.

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Item 2B, cont.

Noticing
The sovereign submerged lands lease request was noticed to 93 property owners within a 500-foot radius of the project and other interested parties, pursuant to Rule 18-21.004(1)(m), F.A.C. By the end of the noticing period on May 9, 2025, 10 letters of objection had been received, with two additional letters arriving on May 13, 2025.

The objections primarily raised concerns about navigational access, environmental impacts to resources and species, public access, consistency with the Biscayne Bay Aquatic Preserve Management Plan, and local disputes regarding the proposed project's feasibility and permitability. On July 22, 2025, the Applicant provided the Department copies of their responses to these concerns.

Although each response was tailored to address specific objections, the Applicant's responses generally provided the following information:

The proposed mooring field is strategically located within the boundaries of an existing unauthorized mooring field. The new design aims to mitigate environmental impacts by using pre-installed moorings to protect seagrass. To ensure water quality, vessels will be required to pump out sewage upon arrival, departure, and every seven days. This project aligns with both Miami-Dade County's manatee protection plan and the Biscayne Bay Aquatic Preserve Management Plan. In fact, a regulated mooring field is expected to provide greater environmental benefits than the current unregulated one.

Public access will be maintained on a first-come, first-served basis, with a variety of mooring sizes available. Navigational access will also be preserved, as the mooring field will have clearly marked boundaries and be set back 185 feet from adjacent shorelines. If the project is approved, the City of Miami Beach will be responsible for any violations and will have the authority to enforce all conditions of the issued permit, the sovereign submerged lands lease, and any applicable local laws.

(Attachment 2B)

RECOMMEND: **APPROVAL, SUBJECT TO THE SPECIAL LEASE CONDITIONS**

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Item 2C **Miami Marina Ventures LLLP and Yachting Promotions, Inc./ Recommended Consolidated Intent/ Lease Modification**

REQUEST: Consideration of an application for the (1) modification of an existing 25-year sovereignty submerged lands lease containing 358,682 square feet, more or less, to an increased preemption area of 691,684 square feet, more or less, for a commercial marina and to add Yachting Promotions, Inc. as a lessee (Lease No. 130009916); (2) consolidation of the associated 10-year Class IV Special Event sovereignty submerged lands lease containing 735,614 square feet, more or less, for special events (Lease No. 130354426) into Lease No. 130009916; (3) determination that, pursuant to section 258.397(3)(a), F.S., 373.414(1)(a), F.S., and Rule 18-18.006(3)(b), F.A.C., Miami Marina

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Item 2C, cont.

Ventures LLLP and Yachting Promotions, Inc. have demonstrated an extreme hardship exists and that the reconfiguration and expansion of a commercial docking facility is in the public interest; (4) a waiver of riparian line setback requirements contained in Rule 18-21.004(3)(d), F.A.C.; (5) determination that the waiver of riparian line setback requirements is in the public interest pursuant to Rule 18-21.004(3)(d), F.A.C.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: Miami-Dade

APPLICANTS: Mami Marina Ventures LLLP and Yachting Promotions, Inc.
Lease No. 130009916
Application No. 13-0165663-008-EI
Permit No. 165663-008

LOCATION: Sections 31, Township 53 South, Range 42 East
Aquatic Preserve: Yes, Biscayne Bay Aquatic Preserve
Waterbody: Biscayne Bay
Classification: Class III, Not Approved for Shellfish Harvesting
Designated Manatee County: Yes, with an approved Manatee Protection Plan
Manatee Aggregation Area: No
Manatee Protection Speed Zone: Slow Speed Zone

CONSIDERATION: $126,160.70
$107,724.01, for marina preemption representing (1) $149,542.08 as the initial prorated annual lease fee computed at the base rate of $0.2162 per square foot for the total of 691,684 square feet plus $17,998.76 as the initial 25 percent surcharge payment on the additional 333,002 square feet of preemption; (2) less $44,862.62 as the 30 percent discount, because 90 percent of the slips are open to the public for rent on a first-come, first-served basis; and (3) less $14,954.21 as the 10 percent discount for participation in the Clean Marina Program per Rule 18-21.011(1)(b)13.a., F.A.C. Sales tax and county discretionary sales surtax will be assessed, pursuant to sections 212.031 and 212.054, F.S., if applicable.

$18,436.69, for special events representing the initial prorated annual lease fee computed at the base rate of $0.2162 per square foot, pursuant to section 253.0345(1)(b), F.S. Sales tax and county discretionary sales surtax will be assessed, pursuant to sections 212.031 and 212.054, F.S., if applicable.

STAFF REMARKS: In accordance with rules adopted pursuant to sections 373.427(2) and 253.77(2), F.S., this "Recommended Consolidated Notice" contains a recommendation for issuance of both the permit required under Part IV of Chapter 373, F.S., and the authorization to use sovereignty submerged lands under Chapters 253 and 258, F.S. The Board of Trustees is requested to act on those aspects of the activity that require authorization to use sovereignty submerged lands.

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Item 2C, cont.

The project is required to demonstrate that it is "clearly in the public interest," pursuant to Article X, Section 11 of the Florida Constitution, Chapter 253, F.S., Rule 18-18.006, F.A.C., and section 373.414(1)(a), F.S. The Applicant has provided reasonable assurance that the proposal will maintain essentially natural conditions; will not significantly impact fish and wildlife and other natural resources, including public recreation and navigation; is consistent with the local government's comprehensive plan; and will not interfere with the riparian rights of adjacent property owners. Therefore, the Department is of the opinion that the proposal is "clearly within the public interest" and otherwise meets all applicable requirements for a proprietary authorization to use sovereignty submerged lands.

Background

Miami Marina Ventures LLLP

A docking facility has been in existence at the property since at least 1961. In 1980, construction began to expand the facility, with aerial imagery from 1984 showing the marina in its current configuration. The docking facility has also been utilized for the annual Miami International Boat Show since November 30, 2018.

On August 29, 2000, the Department issued Permit No. 13-0165663-001-EE for the maintenance dredging of a 64,861 square foot area to a depth of -4.97 National Geodetic Vertical Datum. On January 23, 2002, this was followed by Permit No. 13-0165663-002-EE for the maintenance dredging of an access channel to a depth of -7 feet at mean low water.

On December 20, 2004, an application (Application No. 13-0165663-003-EE) was submitted requesting the lease term to be extended by 25 years. A site inspection was performed by Department staff on January 19, 2005, which documented non-water dependent structures (tables and chairs) on the docks and vessels moored outside the lease boundaries. These areas of noncompliance were confirmed as resolved by a follow-up inspection on June 6, 2005. The Applicant later withdrew this application on September 14, 2005.

A lease renewal compliance inspection was conducted on November 7, 2006. This inspection revealed three violations: failure to use best management practices during dredging resulting in violations of water quality standards, failure to submit a "commencement of construction" notice, and mooring a vessel outside the lease boundaries. A warning letter was sent on November 27, 2006, and the non-compliance was resolved on January 25, 2007, with a consent order that pursued payment of a $4,500 civil penalty and the removal of spoil material.

On May 15, 2015, the Department approved a lease modification (Application No. 13-0165663-004) that updated the number of authorized slips to 222.

On November 10, 2021, the lease was modified to reflect a change in ownership to Miami Marina Ventures LLLP.

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Item 2C, cont.

Yachting Promotions, Inc.
From 1993 to 2018, the Miami Yacht Show was held in the Biscayne Bay Aquatic Preserve on Indian Creek, Miami Beach. During this 26-year period, the Board of Trustees authorized Yachting Promotions, Inc. to use 1,464,556 square feet of sovereignty submerged lands, under Lease No. 130127050, for this purpose.

In 2018, citing insufficient display space, difficult public access, and community impacts, Yachting Promotions, Inc. sought and received approval from the Board of Trustees on November 30, 2018, to relocate the show to Downtown Miami. The new temporary docking facility, approved for Biscayne Bay, was north of the area leased by Miramar Marina Corporation (now Miami Marina Ventures LLLP), with a portion of the event taking place within that corporation's 358,682-square foot lease area.

The new facility could display 634 vessels ranging from 20 to 200 feet in length, with drafts up to 10 feet. The show was approved to run for five days, and the total preemption time for installation, the event, and removal of all structures was not to exceed 45 days.

Both Applicants are in compliances with their leases.

Project Detail
The proposed project is situated within Biscayne Bay, specifically within the Biscayne Bay Aquatic Preserve, which is designated as an Outstanding Florida Water and classified as a Class III waterbody.

Miami Marina Ventures LLLP
The proposed lease modification will add Yachting Promotions, Inc. as a lessee and the proposed project will authorize (1) the removal of the existing 46,501 square foot docking structure, including the over-water Harbormaster's office; (2) the construction of 95,584 square feet of new concrete dock structure that will facilitate the mooring of 215 vessels; (3) the installation of 68 boatlifts; and (4) the installation of a breakwater along the outermost docks.

Under the proposal, the 222-slip commercial marina will be reconfigured, and the preemption area will increase from 358,682 square feet, more or less, to 691,684 square feet (15.87 acres), more or less. While the marina is expanding, the slip count will be reduced from 222 slips to 215 slips. The marina will accommodate private recreational vessels up to 120 feet in length with drafts up to seven feet. Water depths in the preempted area range from -6 to -16 feet, which is sufficient for the proposed use as vessels with deeper drafts will be moored in the deepest sections of the marina; thus, no dredging is being proposed.

Yachting Promotions, Inc.
The preemption area for Yachting Promotions, Inc. is currently 735,614 square feet, which is used for the Miami International Boat Show. With the expansion of Miami Marina Ventures LLLP's commercial marina, the combined preemption area currently totals 1,094,296 square feet. The proposed project would integrate the boat show into the expanded marina, eliminating the need for temporary structures and reducing the total preemption area to 691,684 square feet. Therefore,

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Item 2C, cont.

Yachting Promotions, Inc.'s class IV special events lease (Lease No. 130354426) will be consolidated into Lease No. 130009916.

Public Interest and Extreme Hardship Statement
For activities occurring within an Outstanding Florida Water, an applicant must demonstrate that their proposal is clearly within the public interest pursuant to section 373.414(1)(a), F.S. The Applicant submits that the proposed project is in the public interest as evidenced by the following:

1. The Applicant has proposed to contribute $150,000 to the Aquatic Preserve Society with funds dedicated to the Biscayne Bay Aquatic Preserve.

The Applicant must also demonstrate that the project satisfies the extreme hardship criteria set forth in section 258.397(3)(a), F.S., and Rule 18-18.006(4)(b), F.A.C., which is required for further use of sovereignty submerged lands within the Biscayne Bay Aquatic Preserve. The Applicant has provided the following information to demonstrate extreme hardship:

1. Decreased Participation in Past Boat Shows: Exhibitor and participant numbers have declined due to the marina's outdated design and poor condition. The facility cannot accommodate larger, more in-demand vessels, leading to dissatisfaction.
2. Insurance and Safety Risks: The marina's lack of hurricane rating and its current state of disrepair prevent it from being fully insured. The annual installation of temporary structures for the boat show also poses inherent marine construction safety risks.
3. Navigation and Design Flaws: The current half-moon dock design creates navigational blind spots, and the overall disrepair of the structures makes the facility unsafe for users.
4. Unique Accommodations: This site is the only one capable of accommodating the required number of larger vessels for the International Boat Show. It is uniquely suited for this purpose due to its lack of constraints from draw bridges, and the Intracoastal Waterway.
5. Optimizing the Boat Show Experience: The current facility is not conducive to showcasing larger vessels in the water, a critical component of the event. The Miami International Boat Show is also the only show that offers Sea Trials, making the need for a suitable marine environment even more essential.

The decline in exhibitor and vessel participation is directly linked to the outdated design and safety concerns of the current facility, highlighting the need for improvements to maintain the boat show's viability and success. Therefore, the Department is of the opinion that the proposal is clearly within the public interest and satisfies the extreme hardship criteria required for proprietary authorizations to use sovereignty submerged lands pursuant section 373.414(1)(a), F.S., and Rule 18-18.006(4)(b), F.A.C.

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Item 2C, cont.

Resources
Departmental site inspections and the Applicant's benthic survey, conducted on October 23, 2023, confirmed the presence of four seagrass species (*Halophila decipiens, Thalassia testudinum, Halodule wrightii,* and *Halophila engelmannii*) within the proposed project footprint.

To reduce the proposed project's environmental impact, the Applicant has taken several key steps to protect submerged aquatic resources. The project's design has been modified to avoid placing structures and mooring vessels over the most diverse seagrass beds. Additionally, the Applicant plans to remove grandfathered non-water dependent structures and elevate the proposed dock to five feet above the mean high waterline.

To offset direct and secondary impacts to 252,506 square feet of submerged aquatic resources, the Applicant has proposed a seagrass restoration project. This project includes filling a 4.17-acre dredge hole within the Biscayne Bay Aquatic Preserve and completing seagrass plantings within the restoration area to enhance seagrass habitat.

Noticing
The sovereignty submerged lands lease modification was noticed to 14 property owners within a 500-foot radius of the proposed project, and other interested parties, on August 5, 2025, pursuant to section 253.155, F.S. The 14 property owners within the 500-foot radius consist of condominiums, apartments, churches, non-profits, and governmental entities. The Department did not receive any objections by the end of the comment period on August 28, 2025; however, one objection was received after the end comment period.

The objection raised concerns about environmental resource impacts and consistency with rule. To address these concerns, the response generally provided the following information:

Resources: The proposed project has been revised to reduce environmental impacts by avoiding seagrass beds, removing non-essential structures, and elevating the dock. To offset habitat impacts, the Applicant proposes restoring a 4.17-acre dredge hole in Biscayne Bay with seagrass planting to enhance submerged aquatic resources.

Consistency with rule: To demonstrate that the proposal is clearly within the public interest the Applicant has proposed to donate $150,000 to the Aquatic Preserve Society, and has cited decreased participation in boat shows, insurance and safety risks, navigational issues, and design flaws to demonstrate that the proposed project satisfies the extreme hardship criteria.

(Attachment 2C)

RECOMMEND: **APPROVAL, SUBJECT TO THE SPECIAL LEASE CONDITIONS, SPECIAL APPROVAL CONDITIONS, AND PAYMENT OF $126,160.70**

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Item 3A **City of Doral Lease Modification/ Determination**

REQUEST: Consideration of (1) a determination that, pursuant to Rule 18-2.018(3)(a)1, F.A.C., extending the term for Board of Trustees Lease No. 4602 is in the public interest; and (2) a request to extend Board of Trustees Lease No. 4602 to December 22, 2108.

VOTING REQUIREMENT FOR APPROVAL: Three votes

APPLICANT: City of Doral
Lease 4602

COUNTY: Miami-Dade

LOCATION: Section 28, Township 53 South, Range 40 East

STAFF REMARKS:

Background

The City of Doral (City) currently leases a property for its police station and related facilities under Board of Trustees' Lease No. 4602 (lease). The 50-year lease began on December 23, 2008, and is currently set to expire on December 22, 2058. The original lease was amended three times: in 2010 to add more land, and in 2012 and 2013 to extend the construction timeline for the police substation. The substation was eventually completed in 2018.

Project Detail

The City is requesting a 50-year lease extension to secure long-term financing for the construction of a new civic building. This facility will include a new police headquarters, a parking structure, an overflow lot, and a recreational area with benches and gazebos. The extended lease term will enable the City to secure the most favorable financing options for this project.

The need for a larger facility is due to significant population growth. Since the completion of the police substation, the City's population has increased from 59,304 to 79,359 residents by the end of 2024, with projections to reach 90,000 before the end of the decade. This growth has necessitated an increase in law enforcement personnel and resources.

Public Interest

Pursuant to Rule 18-2.018(3)(a)1, F.A.C., an extended term lease is required to be in the public interest. Since the proposed use of the property aligns with the approved Land Use Plan and will help the City provide essential public security services, the Department recommends that the Board of Trustees determines the lease extension to be in the public interest.

Comprehensive Plan

A local government comprehensive plan has been adopted for this area pursuant to section 163.3167, F.S. The Department has determined that the proposed action is not subject to the local planning process.

(Attachment 3A)

RECOMMEND: **APPROVAL**

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Item 3B **Roberts Capital Ventures, LLC Conservation Easement Amendment/ St. Johns River Blueway Florida Forever Project**

REQUEST: Consideration of a request from Roberts Capital Ventures, LLC, for an amendment to an existing conservation easement over approximately 5,236 acres within the St. John River Blueway Florida Forever Project pursuant to Article VIII, section K of the conservation easement.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: St. Johns

APPLICANT: Roberts Capital Ventures, LLC, a Florida limited liability company

LOCATION: Section 10 through 16, 22 through 24, 26, 27, 40 and 43, Township 07 South, Range 27 East; and Section 19, Township 07 South, Range 28 East

CONSIDERATION: $4,031,655.93 to be deposited into the Land Acquisition Trust Fund

PARCEL	CLOSING ACRES	TRUSTEES' PURCHASE PRICE (08/18/2016)	INFLATION ADJUSTED VALUE (09/25/2025)	TRUSTEES' AMENDMENT VALUE
Meldrim Heritage Timberlands, LLC	5,236	$5,975,000	$8,063,311.86	$4,031,655.93*

*50 percent of the Board of Trustees' purchase price adjusted for inflation.

STAFF REMARKS:

Background

On April 26, 2016, the Board of Trustees approved an option agreement to acquire a conservation easement over approximately 5,263 acres within the St. Johns River Blueway Florida Forever project from Meldrim Heritage Timberlands, LLC. The conservation easement was recorded on August 18, 2016. In accordance with the terms of the conservation easement, Meldrim Heritage Timberlands, LLC provided notice to the Department of its intent to sell the subject property. The Applicant has since entered into an agreement with Meldrim Heritage Timberlands, LLC to purchase the subject property.

Current Request

The Applicant is seeking an amendment to the conservation easement; specifically, Article IV, section R, which precludes the establishment of a mitigation bank on the subject property. If amended, the Applicant would have the authority to apply for a wetland mitigation bank permit from the St. Johns River Water Management District and operate a mitigation bank on the subject property.

Approval by the Board of Trustees of the conservation easement amendment request does not compel the issuance of a mitigation bank permit from the St. Johns River Water Management District, nor does it relieve the Applicant from obtaining other regulatory approvals as may be required by law.

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Item 3B, cont.

Comprehensive Plan
A consideration of the status of the local government comprehensive plan was not made for this item. The Department has determined that the proposed conservation easement amendment is not subject to the local government planning process.

(Attachment 3B)

RECOMMEND: APPROVAL

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Item 4A **Lake's Place, LLP Option Agreement/ Conservation Easement/ Big Bend Swamp-Holopaw Ranch Florida Forever Project**

REQUEST: Consideration of an option agreement to acquire a conservation easement over approximately 1,400 acres within the Big Bend Swamp/Holopaw Ranch Florida Forever project from Lake's Place, LLP.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

COUNTY: Osceola

LOCATION: Sections 24, 25, 35, and 36, Township 28 South, Range 31 East

CONSIDERATION: $6,300,000

		APPRAISED BY					
		Jones	Mancuso	APPROVED	SELLER'S PURCHASE	TRUSTEES' PURCHASE	OPTION
PARCEL	ACRES	(04/02/2025)	(04/02/2025)	VALUE	PRICE	PRICE	DATE
Lake's Place, LLP	1,400	$6,600,000	$6,300,000	$6,600,000	$3,800,000*	$6,300,000** (96%)	150 days after BOT approval

*Property was purchased in 2004.
**$4,500 per acre.

STAFF REMARKS: The subject parcel is located within the Big Bend Swamp/Holopaw Ranch Florida Forever project, ranked number seven in the Florida Forever Less-Than-Fee project category, approved by the Board of Trustees on March 5, 2025. The project contains 54,089 acres, of which 24,028 acres have been acquired or are under agreement to be acquired.

Project Description
The Big Bend Swamp/Holopaw Ranch Florida Forever project will protect and maintain a link of natural lands between Bull Creek and Three Lakes Wildlife Management Area. Numerous species of unique wildlife live in the expanses of palmetto prairies, pine flatwoods, and cypress swamps in Osceola County such as the crested caracara, red-cockaded woodpeckers, sandhill cranes, and other

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Item 4A, cont.

wildlife that require these large natural areas. This project may also help complete the Florida Natural Scenic Trail, a statewide non-motorized trail that crosses several Florida Forever project sites.

Property Description
The 1,400-acre subject property is a working cattle ranch with approximately 250 head of cattle located in central Osceola County, approximately eight miles southwest of Holopaw and 13 miles northwest of Kenansville. The subject property, adjacent to Three Lakes Wildlife Management Area to the southeast, will help close a gap in a nearly continuous corridor within a large complex of conservation easements. The property is bifurcated by the Florida Turnpike and features nearly 3,000 feet of road frontage along North Canoe Creek Road and two miles on the Florida Turnpike. The preservation of this property, through the acquisition of less-than-fee protection, is vital to maintaining a wildlife crossing under a major roadway, and would safeguard it from future development.

The property is within the Lake Kissimmee/Kissimmee River watershed with drainage flowing into Scrub Slough, which ultimately discharges into the Kissimmee River-forming the headwaters of the Kissimmee-Okeechobee-Everglades system. Located in close proximity to Lake Kissimmee and its chain of lakes, the property contributes to both water quality and quantity of this important hydrologic network. Protection of the property's native landscape consisting of improved pasture, coniferous plantation, and mesic flatwoods will provide habitat for many imperiled species such as the crested caracara, eastern indigo snake, Florida long-tailed weasel, sandhill crane, red-cockaded woodpecker, and the wood stork. The property lies within a wildlife corridor of the Florida Ecological Greenways Network.

Prohibited Uses
Under the proposed conservation easement, the subject property will be restricted in perpetuity by the provisions of the easement, a summary of which includes, but is not limited to, the following prohibited uses:

- Dumping of trash, waste, hazardous materials, and soil will be prohibited;
- Exploration and extraction by grantor for oil, gas, minerals, peat, muck, limestone, etc., by means of surface exploratory and extractors operations, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully permitted for the conduct of permitted activities;
- Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation will be prohibited, unless needed for maintenance as provided in the easement;
- Acts or uses detrimental to the preservation of any historical, or archaeological area, will be prohibited;
- There shall be no planting of nuisance exotic or non-native plants;
- Commercial and industrial activities will be prohibited, except as may be incidental to the exercise of grantor's reserved rights in Article V of the conservation easement;
- New construction or placing of temporary or permanent structures or buildings on the property will be prohibited except as may be necessary for maintenance, normal operation, or emergency situations;

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Item 4A, cont.

- Construction of new roads or jeep trails will be prohibited, except as provided in the easement under Article V of the conservation easement;
- No operation of motorized vehicles except on established trails and roads unless necessary to protect or enhance the conservation values of the property; for emergency purposes; for cattle ranching purposes; and to access, hunt or to retrieve game hunted legally;
- Current agricultural uses shall not be converted to more intense agricultural uses, and natural areas shall remain natural areas;
- Spring recharge areas must use best management practices (BMPs) for fertilizer use, as established by the Florida Department of Agriculture and Consumer Services, and agriculture activities within 100 feet of sinkholes, springs, and other karst features are prohibited;
- Actions or activities that may be expected to adversely affect threatened or endangered species is prohibited;
- Signs, billboards, or outdoor advertising is prohibited except signs designating the property as conservation lands protected by the State of Florida or reasonable directional or postal signs;
- No commercial water wells on the property;
- No commercial timber harvesting; and
- There shall be no mitigation banks established on the property.

Owner's Rights Retained

The proposed conservation easement will allow the owner to retain certain rights. The summary of owner's rights includes, but is not limited to, the following:

- The right to observe, maintain, photograph, fish, hunt, and introduce and stock native fish or wildlife, to use the property for non-commercial, passive, resource-based recreation not inconsistent with the purpose of the easement. Grantor shall continue to own hunting and fishing rights;
- The right to conduct controlled and prescribed burns with proper authorization;
- The right to mortgage the property;
- The right to contest taxes;
- The right to construct and maintain roads approved by Grantee in agricultural areas as depicted in the Baseline Documentation Report (BDR) for the purposes of existing agricultural practices;
- The right to continue to use, maintain, repair, and reconstruct, but not relocate all existing buildings as depicted on the BDR;
- The right to maintain and construct perimeter fencing of the property;
- The right to exclusive use of the improvements per the BDR;
- The right to continue existing agricultural practices, as depicted in the BDR, and the use of commonly accepted fertilizers, pesticides, and herbicides using BMPs;
- The right to engage in silviculture in areas depicted in the BDR according to BMPs;
- The right to host relocated endangered, threatened, or special concern of native Florida species;
- The right to maintain or restore the existing natural habitat communities per the BDR;
- The right to maintain a commercial cattle operation in accordance with BMPs;
- The right to maintain existing food plots and establish new food plots of two acres or less, not to exceed a cumulative total of 30 acres per the BDR;

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Item 4A, cont.

- The right to construct two new residential structures on the property. The residential structures shall be limited to 5,000 square feet and have no more than two related outbuildings of 2,000 cumulative square feet. The new residential and outbuildings, including access driveways shall be limited to 2.5 contiguous acres each;
- The right to subdivide the subject property into two parcels allowed in the easement and each parcel shall be no less than 250 acres;
- The right to, in the silvicultural or agricultural areas as depicted in the BDR, construct such additional agricultural structures as may be required for its silviculture and cattle operation, not to exceed 10,000 cumulative square feet;
- The right to cultivate and harvest hay, seed, and sod and to plant and harvest row crops from the existing pasture or hay areas, as depicted in the BDR; provided, however, at least 75 percent of the improved pasture or hay area shall remain unharvested in any one calendar year; and
- The right to participate in programs or projects that benefit from, enhance, and/or manage environmental attributes or permissible agricultural uses, so long as programs are consistent with conservation purposes.

Mortgages and Liens
All mortgages and liens will be satisfied at the time of closing. On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to the Department the authority to review and evaluate marketability issues as they arise on all Chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, the Department will review, evaluate, and implement an appropriate resolution for any title issues that arise prior to closing.

Closing Information
A title insurance commitment, a survey, and an environmental site assessment will be provided by the buyer prior to closing.

Monitoring Agency
The subject property will be monitored by the Department's Office of Environmental Services, who currently monitors 200 conservation easements protecting 364,117 acres.

Comprehensive Plan
This acquisition is consistent with section 187.201(9), F.S., the Natural Systems and Recreational Lands' section of the State Comprehensive Plan.

(Attachment 4A)

RECOMMEND: APPROVAL

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Item 4B **Bar-B Ranch, Inc. Option Agreement/ Conservation Easement/ Monitoring Agency Designation/ Management Policy Statement Confirmation/ Bar-B Ranch Florida Forever Project**

REQUEST: Consideration of (1) an option agreement to acquire a conservation easement over approximately 1,670 acres within the Bar-B Ranch Florida Forever project from Bar-B Ranch, Inc.; (2) designation of the Florida Department of Environmental Protection, Office of Environmental Services as the monitoring agency; and (3) confirmation of the management policy statement.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

COUNTY: Martin

LOCATION: Sections 01, 02, 11, and 12, Township 39 South, Range 39 East

CONSIDERATION: $17,169,200 (If approved, the Board of Trustees' consideration could be reduced by up to a total of $5,000,000 from Martin County funding. The Board of Trustee's portion would be $12,169,200 or 69 percent.)

		APPRAISED BY					
		Holden	Jones	APPROVED	SELLER'S PURCHASE	TRUSTEES' PURCHASE	OPTION
PARCEL	ACRES	(04/03/2025)	(04/03/2025)	VALUE	PRICE	PRICE	DATE
Bar-B Ranch, Inc.	1,670	$17,520,000	$14,800,000	$17,520,000	$*	$17,169,200** (98%)	150 days after BOT approval

*Property was purchased in 1948, price is unknown.
**$10,281 per acre.

STAFF REMARKS: The subject parcel is located within the Bar-B Ranch Florida Forever project, ranked number 33 in the Florida Forever Critical Natural Lands project category, approved by the Board of Trustees on March 5, 2025. The project contains 1,910 acres and will be substantially complete if the subject property is acquired.

Project Description
The Bar-B Ranch Florida Forever project protects the hydrologic connection between the St. Johns River and Everglades watershed while providing valuable wildlife habitat and preserving wildlife corridors extending from South Florida to Central Florida. The project also provides an opportunity for the restoration of naturally occurring water storage that will benefit the water quality of the St. Lucie River Estuary, Indian River Lagoon, Lake Okeechobee, and the Florida Everglades.

Property Description
The 1,670-acre subject property has been owned and operated as a cattle ranch for several decades and currently has approximately 250 head of cattle. Bar-B Ranch is located west of Interstate 95 and is directly adjacent to both the C-44 Stormwater Treatment Area and the Allapattah Flats Wildlife Management Area, to the west. The subject property is part of the hydrologic connection between the St. Johns River and the Everglades watershed. Bar-B Ranch is a critical restoration area designated

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Item 4B, cont.

for shallow water storage to support the improvement of downstream water quality in the St. Lucie River Estuary and the Indian River Lagoon. The property has been identified for acquisition as a part of the Indian River Lagoon-South project, a key component of the Comprehensive Everglades Restoration Plan.

Bar-B Ranch is characterized by improved and semi-improved pasture with some mesic and hydric pine flatwoods, wet prairies, and depression marshes. Rare species documented or reported on the subject property include common wild-pine, wood stork, little blue heron, tricolored heron, and roseate spoonbill. The subject property lies within a wildlife corridor of the Florida Ecological Greenway Network.

Prohibited Uses
Under the proposed conservation easement, the subject property will be restricted in perpetuity by the provisions of the easement, a summary of which includes, but is not limited to, the following prohibited uses:

- Dumping of trash, waste, hazardous materials, and soil will be prohibited;
- Exploration and extraction by grantor for oil, gas, minerals, peat, muck, limestone, etc., by means of surface exploratory and extractors operations, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully permitted for the conduct of permitted activities;
- Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation will be prohibited, unless needed for maintenance as provided in the easement;
- Acts or uses detrimental to the preservation of any historical, or archaeological area, will be prohibited;
- There shall be no planting of nuisance exotic or non-native plants;
- Commercial and industrial activities will be prohibited, except as may be incidental to the exercise of grantor's reserved rights in Article V of the conservation easement;
- New construction or placing of temporary or permanent structures or buildings on the property will be prohibited except as may be necessary for maintenance, normal operation, or emergency situations;
- Construction of new roads or jeep trails will be prohibited;
- No operation of motorized vehicles except on established trails and roads unless necessary to protect or enhance the conservation values of the property; for emergency purposes; for cattle ranching purposes; and to access, hunt or to retrieve game hunted legally;
- Current agricultural uses shall not be converted to more intense agricultural uses, and natural areas shall remain natural areas;
- Spring recharge areas must use best management practices (BMPs) for fertilizer use, as established by the Florida Department of Agriculture and Consumer Services, and agriculture activities within 100 feet of sinkholes, springs, and other karst features are prohibited;
- Actions or activities that may be expected to adversely affect threatened or endangered species is prohibited;

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Item 4B, cont.

- Signs, billboards, or outdoor advertising is prohibited except signs designating the property as conservation lands protected by the State of Florida or reasonable directional or postal signs;
- No commercial water wells on the property;
- No commercial timber harvesting; and
- There shall be no mitigation banks established on the property.

Owner's Rights Retained

The proposed conservation easement will allow the owner to retain certain rights. The summary of owner's rights includes, but is not limited to, the following:

- The right to observe, maintain, photograph, fish, hunt, and introduce and stock native fish or wildlife, to use the property for non-commercial, passive, resource-based recreation not inconsistent with the purpose of the easement. Grantor shall continue to own hunting and fishing rights;
- The right to conduct controlled and prescribed burns with proper authorization;
- The right to mortgage the property;
- The right to contest taxes;
- The right to continue to use, maintain, repair, and reconstruct, but not relocate all existing buildings as depicted on the Baseline Documentation Report (BDR);
- The right to host relocated endangered, threatened, or special concern of native Florida species;
- The right to maintain or restore the existing natural habitat communities per the BDR;
- The right to maintain a commercial cattle operation in accordance with BMPs;
- The right to engage in silviculture in areas depicted in the BDR according to BMPs;
- The right to cultivate and harvest hay, seed, and sod from improved pasture areas; provided, however, at least 75 percent of the improved pasture area shall remain unharvested for sod in any one calendar year;
- The right, in the silvicultural or agricultural areas as depicted in the BDR, to construct such additional agricultural structures as may be required for its agricultural operations, such as stables, equipment barns, and tool sheds, so long as such structures do not significantly impair the conservation values of the property and do not exceed 20,000 cumulative square feet;
- The right to utilize brush management practices such as mowing, roller-chopping, or aeration to maintain or enhance any natural area provided such activity is conducted in a manner consistent with BMPs published by any agency for such management activity. Any brush management seeking to convert habitat to more intensive agricultural use is prohibited;
- The right to maintain and construct perimeter fencing of the property;
- The right to participate in programs or projects that benefit from, enhance and/or manage the environmental attributes or permissible agricultural uses of the property and that may also be of economic benefit to the Grantor, so long as participation in such programs is consistent with or complements the Conservation Purposes;

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Item 4B, cont.

- The right to maintain existing food plots for game as indicated in the BDR and the right to create new food plots for game in improved pasture only; and
- The right to divide the property for sale or other disposition by Grantor into a total of no more than two parcels and shall be no less than 200 acres.

Mortgages and Liens
All mortgages and liens will be satisfied at the time of closing. On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to the Department the authority to review and evaluate marketability issues as they arise on all Chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, the Department will review, evaluate, and implement an appropriate resolution for any title issues that arise prior to closing.

Closing Information
A title insurance commitment, a survey, and an environmental site assessment will be provided by the buyer prior to closing.

Monitoring Agency
The subject property will be monitored by the Department's Office of Environmental Services, who currently monitors 200 conservation easements protecting 364,117 acres.

Management Policy Statement
Section 259.032(7)(d), F.S., requires that the Board of Trustees, concurrent with its approval of the initial acquisition agreement within a project, evaluate and amend, as appropriate, the management policy statement for the proposed project as provided by section 259.035, F.S., consistent with the purposes for which the lands are acquired. The Department recommends the Board of Trustees confirm the management policy statement as follows:

> As a proposed conservation easement or other less-than-fee interest, the subject property will be managed by the private landowner with restrictions under the agreement. The purchase of the development rights, the prohibition of any further conversion of existing natural areas to agriculture uses, and limited public access will likely be the primary focus of the conservation easement.

Comprehensive Plan
This acquisition is consistent with section 187.201(9), F.S., the Natural Systems and Recreational Lands' section of the State Comprehensive Plan.

(Attachment 4B)

RECOMMEND: APPROVAL

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Item 4C **Finca Vigia, LLC Option Agreement/ Conservation Easement/ Monitoring Agency Designation/ Management Policy Statement Confirmation/ Caloosahatchee Big Cypress Corridor**

REQUEST: Consideration of (1) an option agreement to acquire a conservation easement over approximately 1,889 acres within the Caloosahatchee Big Cypress Corridor from Finca Vigia, LLC, pursuant to Section 174, Chapter 2025-198, Laws of Florida; (2) designation of the Florida Department of Environmental Protection, Office of Environmental Services as the monitoring agency; and (3) confirmation of the management policy statement.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

COUNTY: Hendry

LOCATION: Sections 12 and 13, Township 47 South, Range 31 East, and Section 07, Township 47 South, Range 32 East

CONSIDERATION: $6,477,800

		APPRAISED BY			SELLER'S	TRUSTEES'	
		Neill	Marr	APPROVED	PURCHASE	PURCHASE	OPTION
PARCEL	ACRES	(04/21/2025)	(04/21/2025)	VALUE	PRICE	PRICE	DATE
Finca Vigia, LLC	1,889	$6,610,000	$5,855,000	$6,610,000	$N/A*	$6,477,800** (98%)	120 days after BOT approval

*Property was assembled in 2005 and 2007.
**$3,429 per acre.

STAFF REMARKS: The subject property is located within the Caloosahatchee Big Cypress Corridor, which was established in 2023 by the Florida Legislature. Pursuant to Section 174, Chapter 2025-198, Laws of Florida, the Department is authorized to acquire land within this corridor that also lies within the Florida Wildlife Corridor. As defined in the Laws of Florida, the Caloosahatchee Big Cypress Corridor contains approximately 75,000 acres, of which 42,219 acres have been acquired or are under agreement to be acquired.

Property Description
The 1,889-acre subject property, known as Finca Vigia Ranch, is a working cattle ranch with approximately 1,000 head of cattle, located within the Caloosahatchee Big Cypress Corridor in southwest Hendry County. The property helps to build connectivity between the Florida Panther National Wildlife Refuge and Big Cypress National Preserve to Dinner Island Wildlife Management Area. Protection of these critical habitats and agricultural lands provides foraging areas and dispersal routes for a wide range of imperiled species, most notably the Florida panther, but also the Florida black bear and a wide range of native birds including roseate spoonbills, Florida sandhill cranes, wood storks, limpkins, snail kites, and crested caracara. Conservation of these lands also protects the integrity and functionality of agricultural activities threatened by development. The property is within a Primary Zone of habitat for the federally endangered Florida panther and lies within a wildlife

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Item 4C, cont.

corridor of the Florida Ecological Greenways Network.

Prohibited Uses

Under the proposed conservation easement, the subject property will be restricted in perpetuity by the provisions of the easement, a summary of which includes, but is not limited to, the following prohibited uses:

- Dumping of trash, waste, hazardous materials, and soil will be prohibited;
- Exploration and extraction by grantor for oil, gas, minerals, peat, muck, limestone, etc., by means of surface exploratory and extractors operations, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully permitted for the conduct of permitted activities;
- Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation will be prohibited, unless needed for maintenance as provided in the easement;
- Acts or uses detrimental to the preservation of any historical, or archaeological area, will be prohibited;
- There shall be no planting of nuisance exotic or non-native plants;
- Commercial and industrial activities will be prohibited including, but not limited to swine, dairy, and poultry operations;
- New construction or placing of temporary or permanent structures or buildings on the property will be prohibited except as may be necessary for maintenance, normal operation, or emergency situations;
- Construction of new roads or jeep trails;
- No operation of motorized vehicles except on established trails and roads unless necessary to protect or enhance the conservation values of the property; for emergency purposes; for cattle ranching purposes; and to access, hunt or to retrieve game hunted legally;
- Areas improved for agricultural activities may continue to be used for those activities, and natural areas shall remain natural areas;
- Spring recharge areas must use best management practices (BMPs) for fertilizer use, as established by the Florida Department of Agriculture and Consumer Services, and agriculture activities within 100 feet of sinkholes, springs, and other karst features are prohibited;
- Actions or activities that may be expected to adversely affect threatened or endangered species are prohibited;
- Subdivision of the property is prohibited;
- Signs, billboards, or outdoor advertising are prohibited except signs designating the property as conservation lands protected by the State of Florida or reasonable directional or postal signs;
- No commercial water wells on the property;
- There shall be no commercial timber harvesting, and
- There shall be no mitigation banks established on the property.

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Item 4C, cont.

Owner's Rights Retained
The proposed conservation easement will allow the owner to retain certain rights. The summary of owner's rights includes, but is not limited to, the following:

- The right to observe, maintain, photograph, fish, hunt, and introduce, and stock native fish or wildlife, to use the property for non-commercial, passive resource-based recreation not inconsistent with the purpose of the easement. Grantor shall continue to own hunting, and fishing rights;
- The right to conduct controlled, and prescribed burns with proper authorization;
- The right to mortgage the property;
- The right to contest taxes;
- The right to continue to use, maintain, repair, and reconstruct, but not relocate or enlarge all existing buildings as depicted on the Baseline Documentation Report (BDR);
- The right to continue existing agricultural practices, as depicted in the BDR, and the use of commonly accepted fertilizers, pesticides, and herbicides using BMPs;
- The right to host relocated endangered, threatened, or special concern of native Florida species;
- The right to maintain, or restore the existing natural habitat communities per the BDR;
- The right to maintain a commercial cattle operation in accordance with BMPs;
- The right to participate in programs that benefit from, enhance and/or manage the environmental attributes or permissible agricultural uses, so long as such programs are consistent with the Conservation Purposes.

Mortgages and Liens
All mortgages and liens will be satisfied at the time of closing. On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to the Department the authority to review and evaluate marketability issues as they arise on all Chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, the Department will review, evaluate, and implement an appropriate resolution for any title issues that arise prior to closing.

Closing Information
A title insurance commitment, a survey, and an environmental site assessment will be provided by the buyer prior to closing.

Monitoring Agency
The subject property will be monitored by the Department's Office of Environmental Services, who currently monitors 200 conservation easements protecting 364,117 acres.

Management Policy Statement
Section 259.032(7)(d), F.S., requires that the Board of Trustees, concurrent with its approval of the initial acquisition agreement within a project, evaluate and amend, as appropriate, the management policy statement for the proposed project as provided by section 259.035, F.S., consistent with the purposes for which the lands are acquired. The Department recommends the Board of Trustees confirm the management policy statement as follows:

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Item 4C, cont.

As a proposed conservation easement or other less-than-fee interest, the project will be managed by the private landowner under the agreement. The purchase of the development rights, protection of surface water quality, the prohibition of any further conversion of existing natural areas to agriculture uses, and limited access will likely be the primary focus of the conservation easement.

Comprehensive Plan
This acquisition is consistent with section 187.201(9), F.S., the Natural Systems and Recreational Lands' section of the State Comprehensive Plan.

(Attachment 4C)

RECOMMEND: APPROVAL

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Item 4D **Little Orange Creek, LLC Option Agreement/ Conservation Easement/ Monitoring Agency Designation/ Management Policy Statement Confirmation/ Little Orange Creek Corridor Florida Forever Project**

REQUEST: Consideration of (1) an option agreement to acquire a conservation easement over approximately 3,094 acres within the Little Orange Creek Corridor Florida Forever project from Little Orange Creek, LLC; (2) designation of the Florida Department of Environmental Protection, Office of Environmental Services as the monitoring agency; and (3) confirmation of the management policy statement.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

COUNTY: Putnam

LOCATION: Sections 29 through 34, Township 10 South, Range 23 East, and Sections 03 through 06, Township 11 South, Ranch 23 East

CONSIDERATION: $5,450,000

		APPRAISED BY			SELLER'S	TRUSTEES'	
		Williams	Marr	APPROVED	PURCHASE	PURCHASE	OPTION
PARCEL	ACRES	(07/08/2025)	(07/08/2025)	VALUE	PRICE	PRICE	DATE
Little Orange Creek, LLC	3,094	$5,570,000	$4,950,000	$5,570,000	$8,631,475*	$5,450,000** (98%)	120 days after BOT approval

*Property was assembled in 2023 and 2024.
**$1,761 per acre.

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Item 4D, cont.

STAFF REMARKS: The subject parcel is located within the Little Orange Creek Corridor Florida Forever project, ranked number 18 in the Florida Forever Partnerships and Regional Incentives project category, approved by the Board of Trustees on March 5, 2025. The project contains 3,925 acres, of which 3,058 acres have been acquired or are under agreement to be acquired.

Project Description
The Little Orange Creek Corridor Florida Forever project fills a gap between existing conservation lands in Alachua and Putnam counties. The project will help facilitate wildlife movement between existing protected areas and protect flatwood and sandhill habitat critical to a variety of rare and imperiled species. Acquisition of the properties in Little Orange Creek Corridor will also protect the water resources of Little Orange Creek and expand resource-based recreational opportunities in the region.

Property Description
The 3,094-acre subject property is a silviculture and rural recreational tract located in Putnam County, south of State Road 20, and east of the City of Hawthorne. Acquisition of the subject property serves as a key connection within the Ocala-to-Osceola Wildlife Corridor, establishing a crucial ecological corridor for wildlife movement and habitat connectivity between Little Orange Creek Nature Park, Putnam Lakes Preserve, and the BJ Bar Ranch conservation easement.

Protecting the wetlands on this property and Little Orange Creek is essential to preserving the water quality of this key tributary of Orange Creek. These unspoiled waters play a vital role in sustaining the marshes and swamps that make up the headwaters of Redwater Lake. Conserving the surrounding lands helps ensure a reliable water supply, high water quality, and healthy ecosystem functions. The landowner is actively restoring formerly successional hardwood forest and severely hardwood-encroached sandhill. Conservation of the property would increase connectivity between conservation lands, protect water resources, and preserve habitat for imperiled species such as the narrowleaf naiad, gopher tortoise, Florida black bear, sandhill crane, and swallow-tailed kite. The property lies within a wildlife corridor of the Florida Ecological Greenways Network.

Prohibited Uses
Under the proposed conservation easement, the subject property will be restricted in perpetuity by the provisions of the easement, a summary of which includes, but is not limited to, the following prohibited uses:

- Dumping of trash, waste, hazardous materials, and soil will be prohibited;
- Exploration and extraction by grantor for oil, gas, minerals, peat, muck, limestone, etc., by means of surface exploratory and extractors operations, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully permitted for the conduct of permitted activities;
- Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation will be prohibited, unless needed for maintenance as provided in the easement;
- Acts or uses detrimental to the preservation of any historical, or archaeological area, will be prohibited;

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Item 4D, cont.

- There shall be no planting of nuisance exotic or non-native plants;
- Commercial and industrial activities will be prohibited, except as may be incidental to the exercise of grantor's reserved rights in Article V of the conservation easement;
- New construction or placing of temporary or permanent structures or buildings on the property will be prohibited except as may be necessary for maintenance, normal operation, or emergency situations;
- Construction of new roads or jeep trails will be prohibited except in areas reserved for agricultural use as depicted in the Baseline Documentation Report (BDR);
- No operation of motorized vehicles except on established trails and roads unless necessary to protect or enhance the conservation values of the property; for emergency purposes; for silvicultural purposes; and to access, hunt or to retrieve game hunted legally;
- Current agricultural uses shall not be converted to more intense agricultural uses, and natural areas shall remain natural areas;
- Spring recharge areas must use best management practices (BMPs) for fertilizer use, as established by the Florida Department of Agriculture and Consumer Services, and agriculture activities within 100 feet of sinkholes, springs, and other karst features are prohibited;
- Actions or activities that may be expected to adversely affect threatened or endangered species is prohibited;
- Signs, billboards, or outdoor advertising is prohibited except signs designating the property as conservation lands protected by the State of Florida or reasonable directional or postal signs;
- No commercial water wells on the property;
- No commercial timber harvesting; and
- There shall be no mitigation banks established on the property.

Owner's Rights Retained

The proposed conservation easement will allow the owner to retain certain rights. The summary of owner's rights includes, but is not limited to, the following:

- The right to observe, maintain, photograph, fish, hunt, and introduce and stock native fish or wildlife, to use the property for non-commercial, passive, resource-based recreation not inconsistent with the purpose of the easement. Grantor shall continue to own hunting and fishing rights;
- The right to conduct controlled and prescribed burns with proper authorization;
- The right to mortgage the property;
- The right to contest taxes;
- The right to continue to use, maintain, repair, and reconstruct, but not relocate all existing buildings as depicted on the BDR;
- The right to exclusive use of the improvements per the BDR;
- The right to continue existing agricultural practices, as depicted in the BDR, and the use of commonly accepted fertilizers, pesticides, and herbicides using BMPs;
- The right to host relocated endangered, threatened, or special concern of native Florida species;
- The right to maintain or restore the existing natural habitat communities per the BDR;
- The right to engage in silviculture in areas depicted in the BDR according to BMPs;

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Item 4D, cont.

- The right to, in the silvicultural or agricultural areas as depicted in the BDR, construct such additional agricultural structures as may be required for its silviculture operation, not to exceed 10,000 cumulative square feet;
- The right to maintain existing food plots and establish new food plots of two acres or less, not to exceed a cumulative total of 31 acres per the BDR;
- The right to subdivide the subject property into three parcels allowed in the easement and each parcel shall be no less than 200 acres;
- The right to construct, use, maintain, repair, and reconstruct, one dock on the shoreline of Little Orange Lake and one dock on the shoreline of Lake Fanny;
- The right to construct, use, maintain, repair, and reconstruct, one impoundment (duck pond), not to exceed eight acres, in the area depicted in the BDR; and
- The right to participate in programs or projects that benefit from, enhance, and/or manage environmental attributes or permissible agricultural uses, so long as such programs are consistent with conservation purposes.

Mortgages and Liens
All mortgages and liens will be satisfied at the time of closing. On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to the Department the authority to review and evaluate marketability issues as they arise on all Chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, the Department will review, evaluate, and implement an appropriate resolution for any title issues that arise prior to closing.

Closing Information
A title insurance commitment, a survey, and an environmental site assessment will be provided by the buyer prior to closing.

Monitoring Agency
The subject property will be monitored by the Department's Office of Environmental Services, who currently monitors 200 conservation easements protecting 364,117 acres.

Management Policy Statement
Section 259.032(7)(d), F.S., requires that the Board of Trustees, concurrent with its approval of the initial acquisition agreement within a project, evaluate and amend, as appropriate, the management policy statement for the proposed project as provided by section 259.035, F.S., consistent with the purposes for which the lands are acquired. The Department recommends the Board of Trustees confirm the management policy statement as follows:

> As a proposed conservation easement or other less-than-fee interest, the project will be managed by the private landowner with restrictions under the agreement. The purchase of the development rights, the prohibition of any further conversion of existing natural areas to agriculture uses, and limited public access will likely be the primary focus of the conservation easement.

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Item 4D, cont.

Comprehensive Plan
This acquisition is consistent with section 187.201(9), F.S., the Natural Systems and Recreational Lands' section of the State Comprehensive Plan.

(Attachment 4D)

RECOMMEND: APPROVAL

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Item 4E **Hoot Holdings, LLC Option Agreement/ Conservation Easement/ Monitoring Agency Designation/ Management Policy Statement Confirmation/ Caloosahatchee Big Cypress Corridor**

REQUEST: Consideration of (1) an option agreement to acquire a conservation easement over approximately 5,631 acres within the Caloosahatchee Big Cypress Corridor from Hoot Holdings, LLC, pursuant to Section 174, Chapter 2025-198, Laws of Florida; (2) designation of the Florida Department of Environmental Protection, Office of Environmental Services as the monitoring agency; and (3) confirmation of the management policy statement.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

COUNTIES: Collier and Hendry

LOCATION: Sections 01 and 12, Township 47 South, Range 29 East, Sections 17 through 23, 25 through 29, and 34 through 36, Township 47 South, Range 30 East, Sections 11 and 12, Township 48 South, Range 30 East, and Section 19, 20, 29, and 30, Township 47 South, Range 31 East

CONSIDERATION: $25,100,000

		APPRAISED BY					
		Marr	Mancuso	APPROVED	SELLER'S PURCHASE	TRUSTEES' PURCHASE	OPTION
PARCEL	ACRES	(05/09/2025)	(05/09/2025)	VALUE	PRICE	PRICE	DATE
Hoot Holdings, LLC	5,631	$25,650,000	$25,600,000	$25,650,000	$52,500,000*	$25,100,000** (98%)	120 days after BOT Approval

*Property was purchased on January 28, 2025.
**$4,458 per acre.

STAFF REMARKS: The subject property is located within the Caloosahatchee Big Cypress Corridor, which was established in 2023 by the Florida Legislature. Pursuant to Section 174, Chapter 2025-198, Laws of Florida, the Department is authorized to acquire land within this corridor that also lies within the Florida Wildlife Corridor. As defined in the Laws of Florida, the Caloosahatchee Big Cypress Corridor contains approximately 75,000 acres, of which 42,219 acres have been acquired or are under agreement to be acquired.

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Item 4E, cont.

Property Description
The subject property consists of five non-contiguous tracts totaling 5,631 acres within the Caloosahatchee Big Cypress Corridor located in Collier and Hendry counties. The property helps to build connectivity between the Florida Panther National Wildlife Refuge and Big Cypress National Preserve to Dinner Island Wildlife Management Area. Protection of these critical habitats and agricultural lands provides foraging areas and dispersal routes for a wide range of imperiled species; most notably the Florida panther, but also the Florida black bear and a wide range of native birds including roseate spoonbills, Florida sandhill cranes, wood storks, limpkins, snail kites, and crested caracara. Conservation of these lands also protects the integrity and functionality of agricultural activities threatened by development. Sites 2, 3, and 5 are either partially or wholly within the Big Cypress Area of Critical State Concern. In addition, the property is within a Primary Zone of habitat for the federally endangered Florida panther and lies within a wildlife corridor of the Florida Ecological Greenways Network.

Prohibited Uses
Under the proposed conservation easement, the subject property will be restricted in perpetuity by the provisions of the easement, a summary of which includes, but is not limited to, the following prohibited uses:

- Dumping of trash, waste, hazardous materials, and soil will be prohibited;
- Exploration and extraction by grantor for oil, gas, minerals, peat, muck, limestone, etc., by means of surface exploratory and extractors operations, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully permitted for the conduct of permitted activities;
- Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation will be prohibited, unless needed for maintenance as provided in the easement;
- Acts or uses detrimental to the preservation of any historical, or archaeological area, will be prohibited;
- There shall be no planting of nuisance exotic or non-native plants;
- Commercial and industrial activities will be prohibited including, but not limited to swine, dairy, and poultry operations;
- New construction, or placing of temporary, or permanent structures, or buildings on the property will be prohibited except as may be necessary for maintenance, normal operation, or emergency situations;
- Construction of new roads or jeep trails will be prohibited;
- No operation of motorized vehicles except on established trails and roads unless necessary to protect or enhance the conservation values of the property; for emergency purposes; for cattle ranching purposes; and to access, hunt, or to retrieve game hunted legally;
- Areas improved for agricultural activities may continue to be used for those activities, and natural areas shall remain natural areas;
- Spring recharge areas must use best management practices (BMPs) for fertilizer use, as established by the Florida Department of Agriculture and Consumer Services, and agriculture activities within 100 feet of sinkholes, springs, and other karst features are prohibited;
- Actions or activities that may be expected to adversely affect threatened or endangered species

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Item 4E, cont.

are prohibited;
- Signs, billboards, or outdoor advertising are prohibited except signs designating the property as conservation lands protected by the State of Florida or reasonable directional or postal signs;
- No commercial water wells on the property;
- There shall be no commercial timber harvesting; and
- There shall be no mitigation banks established on the property.

Owner's Rights Retained

The proposed conservation easement will allow the owner to retain certain rights. The summary of owner's rights includes, but is not limited to, the following:

- The right to observe, maintain, photograph, fish, hunt, and introduce, and stock native fish or wildlife, to use the property for hiking, camping, and horseback riding as long as they are consistent with the purpose of the easement. Grantor shall continue to own hunting, and fishing rights;
- The right to conduct controlled, and prescribed burns with proper authorization;
- The right to mortgage the property;
- The right to contest taxes;
- The right to continue existing agricultural practices, as depicted in the Baseline Documentation Report (BDR), and the use of commonly accepted fertilizers, pesticides, and herbicides using BMPs;
- The right to continue to use, maintain, repair, and reconstruct, but not relocate all existing buildings as depicted on the BDR, repairs or reconstruction may be no larger than 125 percent of the original size;
- The right to host relocated endangered, threatened, or special concern of native Florida species;
- The right to maintain, or restore the existing natural habitat communities per the BDR;
- The right to maintain a commercial cattle operation in accordance with BMPs;
- The right to construct, in the silvicultural or agricultural areas as depicted in the BDR, such additional agricultural structures as may be required for its agricultural operations, not to exceed 10,000 cumulative square feet;
- The right to maintain and construct fencing of the property;
- The right to engage in silviculture in accordance with BMPs. There shall be no harvesting in wetlands;
- The right to participate in programs that benefit from, enhance, and/or manage the environmental attributes or permissible agricultural uses, so long as such programs are consistent with the conservation purposes;
- The right to conduct a commercial program for ecotourism which may include non-motorized biking, hiking, horseback riding, and nature appreciation;
- The right to divide the property, specifically areas referred to as Site 2 and Site 3, into two lots within each Site, of which each lot shall be no less than 500 acres; and
- The right to construct seven new residential structures along with access driveways, and appropriately sized outbuildings. Each of the seven residences shall be limited to 5,000 square feet, including overhangs, porches, and other non-heated and cooled areas and have no more than two related out buildings limited to 2,000 square feet each. These structures shall not

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Item 4E, cont.

impact more than 2.5 contiguous acres and shall be at least 150 feet from any wetland or natural area. Specifically, Site 1, Site 4, and Site 5 shall be allowed one residential structure with ancillary structures as described. Site 2 and Site 3 shall be allowed no more than two residential structures as described and referenced in Article V, Paragraph Q of the conservation easement.

Mortgages and Liens
All mortgages and liens will be satisfied at the time of closing. On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to the Department the authority to review and evaluate marketability issues as they arise on all Chapter 259, F.S., acquisitions and to resolve them appropriately. The Department will review, evaluate, and implement an appropriate resolution for any title issues that arise prior to closing.

Closing Information
A title insurance commitment, survey, baseline documentation report, and environmental site evaluation will be provided by the buyer prior to closing.

Monitoring Agency
The subject property will be monitored by the Department's Office of Environmental Services, who currently monitors 200 conservation easements protecting 364,117 acres.

Management Policy Statement
Section 259.032(7)(d), F.S., requires that the Board of Trustees, concurrent with its approval of the initial acquisition agreement within a project, evaluate and amend, as appropriate, the management policy statement for the proposed project as provided by section 259.035, F.S., consistent with the purposes for which the lands are acquired. The Department recommends the Board of Trustees confirm the management policy statement as follows:

As a proposed conservation easement or other less-than-fee interest, the project will be managed by the private landowner under the agreement. The purchase of the development rights, protection of surface water quality, the prohibition of any further conversion of existing natural areas to agriculture uses, and limited access will likely be the primary focus of the conservation easement.

Comprehensive Plan
This acquisition is consistent with section 187.201(9), F.S., the Natural Systems and Recreational Lands' section of the State Comprehensive Plan.

(Attachment 4E)

RECOMMEND: **APPROVAL**

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Item 4F **Pointe Mezzanine LLC and Pointe Resort, LLC Option Agreement/ Okaloosa County**

REQUEST: Consideration of (1) an option agreement to acquire approximately 4 acres in Okaloosa County from Pointe Mezzanine, LLC and Pointe Resort, LLC, pursuant to Section 174, Chapter 2025-198, Laws of Florida; (2) designation of Okaloosa County as the managing agency; and (3) confirmation of the management policy statement.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

COUNTY: Okaloosa

LOCATION: Unsectionalized Township 02 South, Range 22 West

CONSIDERATION: $83,326,520

PARCEL	ACRES	APPRAISED BY Gilbert (03/15/2025)	APPROVED VALUE	SELLER'S PURCHASE PRICE	TRUSTEES' PURCHASE PRICE	OPTION DATE
Pointe Mezzanine, LLC and Pointe Resort, LLC	4	$83,326,520	$83,326,520	$7,901,214*	$83,326,520** (100%)	120 days after BOT Approval

*Property was purchased in 2016 and 2017.
**$20,831,630 per acre.

STAFF REMARKS: Pursuant to Section 174, Chapter 2025-198, Laws of Florida, the Department was directed to acquire the subject property as it is wholly within Okaloosa County, will provide public access, is adjacent to the Gulf Island National Seashore, and is located next to a local government park. As provided in the aforementioned section of the Laws of Florida, the appraisal utilized for this acquisition was an existing appraisal performed by an appraiser from the Department's approved appraisers list. A second appraisal is also being provided for additional information.

Property Description
The subject property is comprised of two non-contiguous parcels totaling approximately 4 acres adjacent to the Gulf Islands National Seashore conservation area in Okaloosa County. The property's western boundary is shared with the City of Destin's Norriego Point Beach Access and Park (Park), and both properties are along the south side of Destin Harbor.

This acquisition will provide enhanced public access to the Park by connecting it to Gulf Shore Drive. Once acquired, the park area will expand to nearly 16 acres, offering an expansive beachfront, over 100 parking spaces, and excellent outdoor recreational opportunities for boating, fishing, and swimming.

The subject property is currently zoned for high-density residential use, allowing for a variety of residential developments. Conservation of this property would prevent this type of development and create additional recreational opportunities for the public.

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Item 4F, cont.

The Department and the City of Destin are nearing completion of a $12 million project to stabilize and enhance the Park. This initiative aims to improve recreational activities at the Park while also providing a component of protection of the Destin Harbor and Harborwalk Village. The revitalization is essential for both expanding recreational use and stabilization of the Park.

Mortgages and Liens
All mortgages and liens will be satisfied at the time of closing. On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to the Department the authority to review and evaluate marketability issues as they arise on all Chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, the Department will review, evaluate, and implement an appropriate resolution for any title issues that arise prior to closing.

Closing Information
A title insurance commitment, a survey, and an environmental site assessment will be provided by the buyer prior to closing.

Managing Agency
The subject property will be managed by Okaloosa County as a new park, in collaboration with the adjacent City of Destin's Norriego Point Beach Access and Park. The associated docking facility, authorized by Board of Trustees sovereign submerged lands Lease No. 460338621, will be assigned to Okaloosa County and utilized as a public recreational marina further increasing recreational opportunities to the general public.

Section 259.032(7)(d), F.S., requires that the Board of Trustees, concurrent with its approval of the initial acquisition agreement within a project, evaluate and amend, as appropriate, the management policy statement for the proposed project as provided by section 259.035, F.S., consistent with the purposes for which the lands are acquired. The Department recommends the Board of Trustees confirm the management policy statement as follows:

> The subject property will be managed as a new park by Okaloosa County in collaboration with the City of Destin's Norriego Point Beach Access and Park. Okaloosa County will organize the management, maintenance, and operation of the subject property, and will oversee all aspects of the new park, including capital projects, construction procurement, insurance, staffing, utilities, and rule enforcement. In accordance with Chapter 259, F.S., Okaloosa County will implement best management practices to support the conservation and public access principles of the park.

Comprehensive Plan
This acquisition is consistent with section 187.201(9), F.S., the Natural Systems and Recreational Lands' section of the State Comprehensive Plan.

(Attachment 4F)

RECOMMEND: APPROVAL
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Item 4G **CLDG Land VI, LLC Option Agreement/ Northeast Florida Timberlands and Watershed Reserve Forever Project**

REQUEST: Consideration of an option agreement to acquire approximately 543 acres within the Northeast Florida Timberlands and Watershed Reserve Florida Forever project from CLDG Land VI, LLC.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

COUNTY: Duval

LOCATION: Sections 08 through 10, Township 01 South, Range 25 East

CONSIDERATION: $9,225,000

		APPRAISED BY					
PARCEL	ACRES	Lovett (05/16/2025)	Slotkin (05/16/2025)	APPROVED VALUE	SELLER'S PURCHASE PRICE	TRUSTEES' PURCHASE PRICE	OPTION DATE
NBM Enterprises, LLC	543	$9,510,000	$9,510,000	$9,510,000	$3,000,000*	$9,225,000** (97%)	120 days after BOT approval

*The property was purchased by NBM Enterprises, LLC on January 25, 2006. Seller has the option to acquire the property.
**$16,989 per acre.

STAFF REMARKS: The subject parcel is located within the Northeast Florida Timberlands and Watershed Reserve Florida Forever project, ranked number two in the Florida Forever Partnerships and Regional Incentives project category, approved by the Board of Trustees on March 5, 2025. The project contains 147,431 acres, of which 80,702 acres have been acquired or are under agreement to be acquired.

Project Description
The Northeast Florida Timberlands and Watershed Reserve Florida Forever project will increase the protection of Florida's biodiversity by protecting habitat for rare and imperiled species including the Florida black bear, gopher tortoise, eastern indigo snake, and red-cockaded woodpecker. The project will conserve spaces suitable for greenways or outdoor recreation that are compatible with conservation purposes such as camping, picnicking, nature appreciation, hiking, and horseback riding. The project also has the potential to restore the quality and natural functions of land, water, and wetland systems due to most of the land being disturbed, with restoration as a primary objective.

Property Description
The subject property is located along the south side of Plummer Road, approximately three miles west of Old Kings Road in northwestern Duval County. Cary State Forest and Thomas Creek Conservation Area are just north of the subject property. Situated within a landscape that is increasingly under pressure from expansion of nearby suburban population areas, the subject property is under direct

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Item 4G, cont.

threat of development. The property is within a residential planned unit development that allows for 632 single-family homes.

Preservation of this property will begin to create a valuable connection between the north and south portions of Cary State Forest; afford critical water quality for Lower St. Johns River Basin; expand public outdoor resource-based recreational opportunities; provide crucial habitat protection for rare and endangered plant and animal species such as the gopher tortoise, Florida black bear, and red cockaded-woodpecker.

Mortgages and Liens
All mortgages and liens will be satisfied at the time of closing. On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to the Department the authority to review and evaluate marketability issues as they arise on all Chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, the Department will review, evaluate, and implement an appropriate resolution for any title issues that arise prior to closing.

Closing Information
A title insurance commitment, a survey, and an environmental site assessment will be provided by the buyer prior to closing.

Managing Agency
The subject property will be managed by the Department of Agriculture and Consumer Services, Florida Forest Service, as an addition to Cary State Forest.

Comprehensive Plan
This acquisition is consistent with section 187.201(9), F.S., the Natural Systems and Recreational Lands' section of the State Comprehensive Plan.

(Attachment 4G)

RECOMMEND: APPROVAL

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Item 4H **Barron Collier Partnership, LLLP Option Agreement/ Caloosahatchee Big Cypress Corridor/ Delegation**

REQUEST: Consideration of a delegation to the Secretary of the Department of Environmental Protection, or designee, to execute (1) an option agreement to acquire approximately 5,855 acres within the Caloosahatchee Big Cypress Corridor from Barron Collier Partnership, LLLP, pursuant to Section 174, Chapter 2025-198, Laws of Florida subject to conditions; (2) 10-year land lease to Barron Collier Partnership, LLLP, with an option for two five-year renewal terms; (3) delegation of authority to the Secretary of the Department of Environmental Protection, or designee, to approve leases or subleases to for-profit corporations; and (4) a determination that awarding leases or subleases to for-

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Item 4H, cont.

profit corporations without conducting a competitive bid is in the public interest pursuant to Rule 18-2.018(2)(i), F.A.C.

VOTING REQUIREMENT FOR APPROVAL: (1) Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting; and (2) three votes.

COUNTY: Collier

LOCATION: Sections 01, 03 through 12, 15, 17 and 18, Township 47 South, Range 28 East

CONSIDERATION: $14,200,000

		APPRAISED BY			SELLER'S	TRUSTEES'	
		Neill	Holden	APPROVED	PURCHASE	PURCHASE	OPTION
PARCEL	ACRES	(12/19/2024)	(12/19/2024)	VALUE	PRICE	PRICE	DATE
Barron Collier Partnership, LLLP	5,855	$14,200,000	$12,300,000	$14,200,000	$N/A*	$14,200,000** (100%)	120 days after BOT approval

*Property was assembled in 1994 and 1998.
**$2,425 per acre.

STAFF REMARKS: The subject property is located within the Caloosahatchee Big Cypress Corridor, which was established in 2023 by the Florida Legislature. Pursuant to Section 174, Chapter 2025-198, Laws of Florida, the Department is authorized to acquire land within this corridor that also lies within the Florida Wildlife Corridor. As defined in the Laws of Florida, the Caloosahatchee Big Cypress Corridor contains approximately 75,000 acres, of which 42,219 acres have been acquired or are under agreement to be acquired.

Property Description
The 5,855-acre subject property is located along Lake Trafford's southern boundary in Corkscrew Marsh and is within the Caloosahatchee Big Cypress Corridor in Collier County.

Preservation of the subject property will build connectivity between the Florida Panther National Wildlife Refuge and Big Cypress National Preserve to Dinner Island Wildlife Management Area. Protection of these critical habitats and agricultural lands provides foraging areas and dispersal routes for a wide range of imperiled species; most notably the Florida panther, but also the Florida black bear and a wide range of native birds including roseate spoonbills, Florida sandhill cranes, wood storks, limpkins, snail kites, and crested caracara. Conservation of these lands also protects the integrity and functionality of agricultural activities threatened by development. The property is within a Primary Zone of habitat for the federally endangered Florida panther and lies within a wildlife corridor of the Florida Ecological Greenways Network.

Mortgages and Liens
All mortgages and liens will be satisfied at the time of closing. On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to the Department the authority to review and

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Item 4H, cont.

evaluate marketability issues as they arise on all Chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, the Department will review, evaluate, and implement an appropriate resolution for any title issues that arise prior to closing.

Closing Information
The subject property is currently encumbered with a Notice of Interim Land Use Limitations for BCI/BCP/SI SSA 13 and a Collier County Stewardship Easement Agreement in favor of Collier County and the Florida Department of Agriculture and Consumer Services. As a condition to executing the option agreement and closing on the property, the agreements with Collier County and the Florida Department of Agriculture and Consumer Services must be removed as encumbrances to the property. A title insurance commitment, a survey, and an environmental site assessment will be provided by the buyer prior to closing.

Land Management
The subject property will be managed by Barron Collier Partnership, LLLP through a lease pursuant to Rule 18-2.018(2)(i), F.A.C.

When the Caloosahatchee Big Cypress Corridor was established by the Legislature in Section 84, Chapter 2023-240, Laws of Florida, it provided a framework for leasebacks in an effort to reduce the state's land management costs and preserve working lands. The appropriation was subsequently reappropriated in 2024 and in 2025.

In order to implement the legislative intent, the Department requests the Board of Trustees determine that awarding leases or subleases to for-profit corporations without conducting a competitive bid is in the public interest pursuant to Rule 18-2.018(2)(i), F.A.C.

In line with the framework established, the lease fees will be established by fair market value and paid annually to the Board of Trustees. The lease fee shall be adjusted annually in accordance with the use of the property. The annual lease fee shall never decrease below the original base lease fee. A new lease fee shall be established based on fair market value prior to exercising any option to renew.

Historic use of the subject property has provided for agricultural and recreational activities generating income for private users. Pursuant to Rule 18-2.018(2)(i), F.A.C., the Board of Trustees shall authorize uses of uplands that will generate income or revenue to a private user or will limit or preempt use by the general public, on the basis of competitive bidding unless the Board of Trustees determines it to be in the public interest to do otherwise. In order to protect the integrity and functionality of the agricultural and potential rural land stewardship uses, the Department is of the opinion that it is in the public interest to approve any such lease or sublease to for-profit corporations without competitively bidding. In addition, to expedite future authorizations for agricultural and potential rural land stewardship uses, it is requested that the Secretary of the Department of Environmental Protection, or designee, be given the delegated authority to approve future leases or subleases.

The Board of Trustees has previously received compensation for subleases that generate revenue. This typically occurs when the use is inconsistent with the original intent of the Board of Trustees' lease.

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Item 4H, cont.

However, in this case, the property use under any sublease will be consistent with, and promote, the Legislature and Board of Trustees' original intent for the use of the property as initially stipulated in Section 84, Chapter 2023-240, Laws of Florida, for the Caloosahatchee Big Cypress Corridor project. Therefore, the Board of Trustees will not receive compensation for any sublease. Instead, the land manager will receive the proceeds, which will provide funding for the management of the subject property.

Upon approval, the initial lease term with Barron Collier Partnership, LLLP will be 10 years, with an option for two five-year renewals.

In the event the above-described leases expire or otherwise terminate, the Department shall pursue an alternate land manager. The land manager shall be a state agency, local government, or a private entity that is fully capable of carrying out management of the land in accordance with the purposes for which it was acquired.

Comprehensive Plan
This acquisition is consistent with section 187.201(9), F.S., the Natural Systems and Recreational Lands' section of the State Comprehensive Plan.

(Attachment 4H)

RECOMMEND: APPROVAL

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Item 5 **Aquaculture Leases in Levy County**

REQUEST: Approval to issue nine new two-acre bottom leases, one new two-acre water column lease, one new six-acre water column lease, and one new 10-acre water column lease. Each lease would constitute a 10-year sovereignty submerged land aquaculture lease for the purpose of shellfish aquaculture.

VOTING REQUIREMENT FOR APPROVAL: Three votes

LOCATION: Withlacoochee Bay, Levy County

APPLICANT: Multiple Applicants

CONSIDERATION: An annual fee of $53.46 for the two-acre bottom parcels, representing a base annual rental fee of $16.73 per acre or fraction thereof; and an annual surcharge of $10.00 per acre or fraction thereof, pursuant to Rule 18-21.022, F.A.C. An annual fee of $86.92 for the two-acre water column parcel, $260.76 for the six-acre water column parcel, and $434.60 for the 10-acre water column parcel, representing a base annual rental fee of $33.46 per acre or fraction thereof; and an annual surcharge of $10.00 per acre or fraction thereof, pursuant to Rule 18-21.022, F.A.C. The

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Item 5, cont.

annual fee and surcharge collected will be deposited in the General Inspection Trust Fund, pursuant to sections 597.010(5)(b) and (7), F.S.

STAFF REMARKS:
The Applicants are requesting authorization from the Board of Trustees, pursuant to section 253.68(1), F.S., for nine new aquaculture leases for the purpose of culturing shellfish on the bottom and three new aquaculture leases for the purpose of culturing shellfish in the water column.

The proposed leases will be subject to the terms and conditions applied to other aquaculture leases issued throughout the state for the same purposes, including the provision that the transfer or sale of the leases will not be approved during the first five years of the lease term. Applicants will be required to provide the Florida Department of Agriculture and Consumer Services (FDACS) with a survey of the individual parcels. The proposed gear is covered under the FDACS General Permit from the U.S. Army Corps of Engineers.

The proposed leases are not located in an aquatic preserve, and FDACS has reviewed the applications for completeness and determined that the proposed leases and associated aquaculture activities will not result in adverse impacts to seagrasses, existing shellfish beds, natural reefs, or other sensitive habitats.

Agency Review
FDACS has conducted resource assessments and determined that the proposed leases and associated aquaculture activities will not result in adverse impacts to seagrasses, existing shellfish beds, natural reefs, or other sensitive habitats. The proposed leases are not located in an aquatic preserve. FDACS has coordinated review and comments of the proposed lease with the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, the Florida Department of State's Division of Historical Resources, and the Levy County Board of County Commissioners, pursuant to Rule 18-21.021, F.A.C.

Special Conditions
The requirement to obtain a permit from the U.S. Coast Guard for Private Aids to Navigation will be a special condition of the water-column leases.

Public Interest
The proposed parcels are not in an aquatic preserve; therefore, the activity does not have to be found to be in the public interest. The project is, however, required to demonstrate that they are "not contrary to the public interest," pursuant to Article X, Section 11 of the Florida Constitution, Chapter 253, F.S., and Rule 18-21.004(1)(a), F.A.C. Because the Legislature has declared aquaculture to be in the public interest, according to section 253.68(2)(a), F.S., FDACS is of the opinion that the activities meet the test of being "not contrary to the public interest" and otherwise meet all applicable requirements for a proprietary authorization to use sovereignty submerged lands.

Noticing
The proposed leases were noticed pursuant to section 253.70, F.S., and no objections were received.

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Item 5, cont.

Comprehensive Plan
A consideration of the status of any local government comprehensive plan was not made for this item. FDACS has determined that the proposed action is not subject to the local government planning process.

(Attachment 5)

RECOMMEND: APPROVAL

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Item 6 Rule Chapter 5I-7, F.A.C., Notice of Proposed Rule/ Final Adoption

REQUEST: Consideration of a request for approval to file proposed changes to the Florida Department of Agriculture and Consumer Services' Rule, Chapter 5I-7, F.A.C., Rural and Family Lands Protection Program in a notice of proposed rule and for final adoption, pursuant to section 120.54(3)(e)(1), F.S.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

COUNTY: Statewide

APPLICANT: Florida Department of Agriculture and Consumer Services

STAFF REMARKS: The Florida Department of Agriculture and Consumer Services (FDACS) has identified the need to update Rule, Chapter 5I-7, F.A.C., in order to refine the rules that outline the procedures of the Rural and Family Lands Protection Program (RFLPP). The current amendments continue to streamline the application and acquisition processes and conform to statutory changes relating to the Board of Trustees and partner entities. Pursuant to sections 570.71(10) and 259.105(3)(i), F.S., the Board of Trustees must approve final adoption and ensure that the rules, as amended, are consistent with the acquisition process provided for in section 570.715, F.S.

AMENDMENT PROCESS: On September 22, 2025, FDACS published a Notice of Development of Rulemaking in the *Florida Administrative Register*. The substantive amendments include the following:

Section 5I-7.004, F.A.C., Application Procedures and Requirements

- Provides necessary updates to application form
- Changes reference document from USDA median farm size by county to most recent USDA average farm size by county

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Item 6, cont.

Section 5I-7.005, F.A.C., Technical Review and Evaluation of Project Application

- Clarifies that the site visit may fully evaluate the property for compliance with the RFLPP's public purposes in the most efficient manner

Section 5I-7.010, F.A.C., Negotiations and Purchase Instruments

- Clarifies and promotes efficient use of Board time and resources by limiting which purchases need Board approval

Section 5I-7.014, F.A.C., Compliance, Monitoring and Enforcement

- Clarifies to the Program and landowners as to the duties of the landowners to enroll in Best Management Practices

(Attachment 6)

RECOMMEND: **APPROVAL**

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Item 7 **2025 Rural and Family Lands Protection Program Project Acquisition List**

REQUEST: Consideration of the recommended 2025 Rural and Family Lands Protection Program Prioritized Acquisition List.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

STAFF REMARKS: The Rural and Family Lands Protection Program (RFLPP) protects Florida's working agricultural lands threatened by fragmentation or conversion to non-agricultural land uses through the acquisition of rural lands protection easements. These easements ensure the land will be preserved perpetually for agricultural uses while protecting functioning ecosystems, natural resources, aquifer recharge areas, and contributing to military base buffering.

The 2025 Project Acquisition List is comprised of projects from previous RFLPP application cycles, including the Board of Trustees-approved 2024 list that have rolled over and are awaiting acquisition. The projects on this list have not yet been acquired or have not otherwise been removed from the 2024 list due to land conversion or landowner withdrawal.

The proposed 2025 RFLPP Prioritized Acquisition List was developed pursuant to sections 259.105(3)(i) and 570.71(10), F.S., and Rule 5I-7, F.A.C.

On August 8, 2025, RFLPP presented the recommended project list to the Acquisition and Restoration Council for its review pursuant to section 259.105(3)(i)1., F.S. RFLPP is now submitting the recommended project list to the Board of Trustees for its consideration. Pursuant to section 259.04, F.S., the Board of Trustees "shall approve, in whole or in part, the list of projects

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Item 7, cont.

in the order of priority in which such projects are presented."

(Attachment 7)

RECOMMEND: APPROVAL

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Item 8A **Bentley Ranch, Inc Option Agreement/ Bentley Ranch/ FDACS/ Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 2,559.14 acres within the Bentley Ranch project of the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection Program (RFLPP) from Bentley Ranch, Inc, f/k/a Bentley Brahman Ranch, Inc., a Florida corporation; and (2) designation of FDACS/RFLPP as the monitoring agency.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

APPLICANT: Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program

COUNTY: Hardee

LOCATION: Portions of Sections 25 through 27, 34 through 36, Township 35 South, Range 27 East; and Portions of Sections 02, 03, 10, 11, and 15, Township 36 South, Range 27 East, in Hardee County

CONSIDERATION: $9,470,000

		APPRAISED BY					
PARCEL	ACRES	Marr (04/29/25)	Jones (04/29/25)	APPROVED VALUE	SELLER'S PURCHASE PRICE	TRUSTEES' PURCHASE PRICE	OPTION DATE
Bentley Ranch, Inc.	2,559.14	$9,470,000	$9,450,000	$9,470,000*	$**	$9,470,000*** (100%)	120 days after BOT approval

*Fee value was determined to be $16,380,000 and $15,600,000.
**Property was inherited.
***The total purchase price for the rural lands protection easement is $3,700 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under its RFLPP from the 2024 approved list. If approved, this project will be the 133rd perpetual easement proposed for acquisition, with a total of approximately 215,159.30 acres preserved under the RFLPP. If approved, this will complete the project acquisition.

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Item 8A, cont.

Project Description
This is a 2,559.14-acre cattle ranch and citrus operation southwest of Highlands Hammock State Park. The northern half of the site is mostly pasture and cropland. Oak Creek flows through the southern half. The southern half of the site is surrounded by similar agricultural lands, primarily pasture and citrus. It is adjacent to the Heartland Wildlife Corridor Florida Forever project to the east, Circle O Groves RFLPP proposal to the east, and Stevens Land & Cattle RFLPP proposal to the west. Crested caracara and gopher tortoise are documented on the ranch. The project site is enrolled in the FDACS Best Management Practices (BMP) program. It is located within the Florida Wildlife Corridor.

Property Description
The Bentley Ranch is a family-run cattle, citrus, and blueberry operation. The Bentley family started ranching here in the 1930's. In the mid-1980's they diversified into citrus. The ranch became primarily a citrus operation for 30 years, until disease hit. In 2018 they began converting the citrus back into pasture. Bentley Ranch is continuing to convert citrus into more pasture. Over the last two years they have converted approximately 800 acres into pasture due to citrus disease. Additionally, to diversify their operation, Bentley Ranch has leased approximately 60 acres to Oak Creek Groves for blueberry farming.

The RFLPP easement area combines Bentley Ranch with an existing 30-year (826 acres) easement through Natural Resources Conservation Service (NRCS). This portion is not included in the subject easement acquisition; however, it expires in 15 years, and it is the intention of the Bentley family to apply to RFLPP for permanent protection once it is expired.

Prohibited Uses
- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor's behalf, etc. Limited mining is allowed to combat erosion or flooding or for limited on-farm agricultural uses;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;
- Concentrated animal feeding operations not in compliance with federal and state laws, rules, and regulations, as amended;
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- Construction or placing of roads, billboards, or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear

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Item 8A, cont.

facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;

- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the NRCS or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property inconsistent with the division of land pursuant to Rule Chapter 5I-7, F.A.C., as amended;
- Commercial water wells on the Property;
- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks not authorized and in compliance with Florida Statutes and Administrative rules, as amended or rules of applicable federal mitigation bank programs;
- Construction or conversion of SNAs to more improved areas; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights. (i) The right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) the right to convert any property not designated an SNA (as delineated in the BDR) to other agricultural and silviculture purposes and uses; (iii) the right to engage in cattle grazing as set forth in the BDR, including the right to maintain, utilize, restore, fertilize, and mow improved pasture; (iv) the right, as part of cattle operations, to supplement the cattle using minerals and hay; (v) the right to use current technologies on the Property, including fertilizers, pesticides, and herbicides commonly used on agricultural property in the State of Florida at such time; and (vi) the right to install, use, maintain, replace and repair non-commercial groundwater wells on the Property. Any and all agricultural uses shall be conducted in accordance with BMPs and in compliance with all laws, rules, and regulations;
- The right to conduct silvicultural operations, provided that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;

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Item 8A, cont.

- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, and Grantor may lease and sell privileges of such rights;
- The right to install connections to normal utility systems, such as electric, cable, water, sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location;
- Grantor reserves the right to subdivide the Property into not more than two individual parcels of not less than approximately 900 acres each. There shall be no further subdivision of the Property which is the subject of this Easement; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement. Any such ecosystem services shall not reduce the agriculture production are by more than 10-percent of the total agricultural production area listed on the BDR.

Encumbrances
There are no known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

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Item 8A, cont.

Mortgages and Liens
All mortgages and liens will be satisfied or subordinated at the time of closing. FDACS staff will review, evaluate, and implement an appropriate resolution for these and any other title issues that arise prior to closing.

Closing Information
A title insurance commitment, survey, baseline documentation report, and environmental site assessment of the property will be provided by RFLPP prior to closing.

Monitoring Agency
This perpetual rural lands protection easement will be monitored by the RFLPP.

Comprehensive Plan
This acquisition is consistent with section 187.201(22), F.S., the Agriculture Section of the State Comprehensive Plan.

(Attachment 8A)

RECOMMEND: APPROVAL

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Item 8B **Steve Palmer, Jennifer Smith Palmer, Weston Reid Palmer, Savanah Palmer Reichel and Summer Morgan Henderson Option Agreement/ Remlap Ranch/ FDACS/ Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 5,940.55 acres within the Remlap Ranch project of the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection Program (RFLPP) from Steve Palmer and Jennifer Smith Palmer, a married couple; Weston Reid Palmer; a married man; Savanah Palmer Reichel, a married woman; and Summer Morgan Henderson, a married woman; and (2) designation of FDACS/RFLPP as the monitoring agency.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

APPLICANT: Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program

COUNTY: Okeechobee

LOCATION: Portions of Sections 26, 27, 32 through 36, Township 35 South, Range 34 East; and Portions of Sections 01 through 06, Township 36 South, Range 34 East, in Okeechobee County

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Item 8B, cont.

CONSIDERATION: $32,100,000

PARCEL	ACRES	APPRAISED BY String (06/12/25)	APPRAISED BY Holden (06/12/25)	APPROVED VALUE	SELLER'S PURCHASE PRICE	TRUSTEES' PURCHASE PRICE	OPTION DATE
Remlap Ranch (Palmer et al)	5,940.55	$29,700,000	$32,100,000	$32,100,000*	$12,153,000**	$32,100,000*** (100%)	120 days after BOT approval

*Fee value was determined to be $50,500,000 for both appraisals.
**Property was acquired January 15, 2003.
***The total purchase price for the rural lands protection easement is $5,404 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under its RFLPP from the 2024 approved list. If approved, this project will be the 134th perpetual easement proposed for acquisition, with a total of approximately 221,099.85 acres preserved under the RFLPP. If approved, this will complete the project acquisition.

Project Description
This is a 5,940.55-acre cattle ranch. The protection of this property is a natural extension of the protected lands occurring in the Northern Okeechobee Watershed and Lower Kissimmee Basin, facilitating landscape connectivity throughout the state. It is primarily composed of improved pasture and supports the habitat of several threatened and endangered species.

The property is located less than 14 miles northwest of Lake Okeechobee, and it is found within the northern Okeechobee inflow sub basin; part of the larger Lake Okeechobee watershed. It provides a protective buffer to Sandfly Gully and Taylor Creek from the intensive agricultural and residential areas in the vicinity, which improves water quality flowing into Lake Okeechobee. A series of interconnected ditches are found throughout the property, draining the pastures and groves and flowing south into Sandfly Gully and Taylor Creek. Ultimately, the conservation of this property will reduce nutrients flowing into Lake Okeechobee. Several isolated freshwater marshes are found throughout the property. These marshes offer ecological services to the surrounding areas such as flood control and water purification for people and wildlife. The conservation of this property will contribute to enhanced water quality, aquifer recharge, flow attenuation, and flood hazard reduction.

The project site is enrolled in the FDACS Best Management Practices (BMP) program. The entire property lies within the linkage priorities for the Florida Ecological Greenways Network; however, it is not within the current Florida Wildlife Corridor.

Property Description
Remlap Ranch is a family-run cow/calf operation. It has been family owned for 22 years. Rotational grazing is utilized and low intensity grazing with supplemental minerals is provided year-round.

Future residential development of this area is highly likely as large rural residential communities are increasingly common in Okeechobee County.

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Item 8B, cont.

Prohibited Uses

- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor's behalf, etc. Limited mining is allowed to combat erosion or flooding or for limited on-farm agricultural uses;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;
- Concentrated animal feeding operations not in compliance with federal and state laws, rules, and regulations, as amended;
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- Construction or placing of roads, billboards, or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property inconsistent with the division of land pursuant to Rule Chapter 5I-7, F.A.C., as amended;
- Commercial water wells on the Property;
- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks not authorized and in compliance with Florida Statutes and Administrative Rules, as amended or rules of applicable federal mitigation bank programs;
- Construction or conversion of SNAs to more improved areas; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;

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Item 8B, cont.

- Agricultural and Related Rights. (i) the right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) the right to convert any property not designated an SNA (as delineated in the BDR) to other agricultural and silviculture purposes and uses; (iii) the right to engage in cattle grazing as set forth in the BDR, including the right to maintain, utilize, restore, fertilize, and mow improved pasture; (iv) the right, as part of cattle operations, to supplement the cattle using minerals and hay; (v) the right to use current technologies on the Property, including fertilizers, pesticides and herbicides commonly used on agricultural property in the State of Florida at such time; and (vi) the right to install, use, maintain, replace, and repair non-commercial groundwater wells on the Property. Any and all agricultural uses shall be conducted in accordance with BMPs and in compliance with all laws, rules, and regulations;
- The right to conduct silvicultural operations, provided that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property, and Grantor may lease and sell privileges of such rights;

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Item 8B, cont.

- The right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location;
- Grantor reserves the right to subdivide the Property into not more than two individual parcels of not less than approximately 2,800 acres each. There shall be no further subdivision of the Property which is the subject of this Easement;
- Grantor reserves the right to build two residential building envelopes, up to 25,000 square feet of impervious surface for each. Each building envelope will not exceed 10 contiguous acres and is limited to one single family residence and ancillary structures within the Building Envelope. Any such development may not be constructed within an SNA; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement. Any such ecosystem services shall not reduce the agriculture production are by more than 10 percent of the total agricultural production area listed on the BDR.

Encumbrances
There are two oil, gas, and mineral reservations outstanding on the property. The Department of Environmental Protection's Florida Geological Survey staff has completed a desktop review of the property and determined the likelihood of profitable mining in these areas to be low. The appraisers considered the outstanding oil, gas, and mineral rights in their final value and determined these rights to have no impact on the value. There are no other known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

Mortgages and Liens
All mortgages and liens will be satisfied or subordinated at the time of closing. FDACS staff will review, evaluate, and implement an appropriate resolution for these and any other title issues that arise prior to closing.

Closing Information
A title insurance commitment, survey, baseline documentation report, and environmental site assessment of the property will be provided by RFLPP prior to closing.

Monitoring Agency
This perpetual rural lands protection easement will be monitored by the RFLPP.

Comprehensive Plan
This acquisition is consistent with section 187.201(22), F.S., the Agriculture Section of the State Comprehensive Plan.

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****

Item 8B, cont.

(Attachment 8B)

RECOMMEND: **APPROVAL**

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Item 8C **4G Ranch, LLC Option Agreement/ 4G Ranch/ FDACS/ Rural and Family Lands Protection Program**

REQUEST: Consideration of (1) an option agreement to acquire a perpetual rural lands protection easement over approximately 1,893.03 acres within the 4G Ranch project of the Florida Department of Agriculture and Consumer Services' (FDACS) Rural and Family Lands Protection Program (RFLPP) from 4G Ranch, LLC, a Florida limited liability company; and (2) designation of FDACS/ RFLPP as the monitoring agency.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

APPLICANT: Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program

COUNTY: Pasco

LOCATION: Portions of Section 31, Township 24 South, Range 19 East; and portions of Sections 05 through 08, Township 25 South, Range 19 East, all in Pasco County

CONSIDERATION: $68,150,000 ($34,075,000 or 50 percent of the acquisition cost will be provided by Pasco County (County) with third party enforcement rights over the easement. If approved, this will reduce the Board of Trustees' acquisition cost to 50 percent or $34,075,000.)

		APPRAISED BY			SELLER'S	TRUSTEES'	
		String	Jones	APPROVED	PURCHASE	PURCHASE	OPTION
PARCEL	ACRES	(06/03/25)	(06/03/25)	VALUE	PRICE	PRICE	DATE
4G Ranch, LLC	1,893.03	$63,450,000	$68,150,000	$68,150,000*	$1,450,000**	$68,150,000*** (100%)	120 days after BOT approval

*Fee value was determined to be $71,000,000 and $75,700,000.
**Property was purchased by the Phillips family May 14, 1993, and then transferred to 4G Ranch, LLC, November 10, 2016.
*** The total purchase price for the rural lands protection easement is $36,000 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS under its RFLPP from the 2024 approved list. If approved, this project will be the 135th perpetual easement proposed for acquisition, with a total of approximately 222,992.88 acres preserved under the RFLPP. If approved, this will complete the project acquisition.

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Item 8C, cont.

Project Description
This is a 1,893.03-acre cow/calf operation just north of Conner Preserve comprised of a mosaic of pasture, non-forested wetlands, cropland, forested wetlands, and altered open lands. There are also 10 acres of coniferous plantations. The property lies adjacent to the Crossbar/Al Bar Ranch Florida Forever project and surrounding lands are undeveloped with a similar makeup of land cover types. Several surrounding lands are protected by conservation easements. This property contains suitable habitat for Florida scrub-jay, a federally endangered species known to occur in the vicinity. Areas adjacent to the west are projected to develop by 2040 in the University of Florida's development projections. The project site is enrolled in the FDACS Best Management Practices (BMP) program. It is entirely located within the Florida Wildlife Corridor.

Property Description
The property has been family-owned since 1993. The property is mainly used as a cow/calf operation. Additionally, they have an apiary area, and they harvest hay, Palmetto berries, and wetland plants. The property is also used for recreational hunting for deer, turkey, hogs, and birds.

4G Ranch is adjacent to the Crossbar Ranch wellfield which provides a primary source of water for Pinellas County. The property is part of a Pasco County Beneficial Water Reuse project that provides up to 5 million gallons of water a day into the aquifer. 4G Ranch has 88.20 acres of water reuse areas over the property. The water reuse area is under a 25-year lease starting in 2016 with renewals at the County's option of up to two additional 15-year periods.

4G Ranch has approximately 1.55 miles of direct road frontage along the north side of State Road 52. The subject property has a future land use designation of a Planned Unit Development (PUD) for approximately 2,000 units over the property and an Ecological Conservation Corridor through a portion of the property that is designated as CON, which is part of the PUD. By placing a rural lands protection easement over this property, it will extinguish those 2,000 units and keep the property in agricultural use.

Partnership Agreement
RFLPP is partnering with the Pasco County Board of County Commissioners. If approved the County will provide 50 percent or $34,075,000 of the final purchase price. The County will have third party enforcement rights over the easement.

Prohibited Uses
- Dumping of non-biodegradable, toxic, or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited;
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, fish and wildlife habitat, etc. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor's behalf, etc. Limited mining is allowed to combat erosion or flooding or for limited on-farm agricultural uses;
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council or

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Item 8C, cont.

its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property;

- Concentrated animal feeding operations not in compliance with federal and state laws, rules, and regulations, as amended;
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement;
- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- Fertilizer use for agriculture activities shall be in accordance with agricultural BMPs recommended by the Natural Resources Conservation Service or the FDACS, whichever is more stringent, as those BMPs may be amended. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs;
- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property is prohibited;
- Commercial water wells on the Property;
- Harvesting of cypress trees in the Significant Natural Areas (SNAs);
- Mitigation banks not authorized and in compliance with Florida Statutes and Administrative Rules, as amended or rules of applicable federal mitigation bank programs;
- Construction or conversion of SNAs to more improved areas; and
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Owner's Reserved Rights

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property;
- Agricultural and Related Rights. (i) the right to continued use of the Property for agricultural purposes and uses identified in the BDR; (ii) the right to convert any property not designated an SNA (as delineated in the BDR) to other agricultural and silviculture purposes and uses; (iii) the right to engage in cattle grazing as set forth in the BDR, including the right to maintain, utilize, restore, fertilize, and mow improved pasture; (iv) the right, as part of cattle operations, to supplement the cattle using minerals and hay; (v) the right to use current technologies on the Property, including fertilizers, pesticides, and herbicides commonly used on agricultural property in the State of Florida at such time; and (vi) the right to install, use, maintain, replace, and repair non-commercial groundwater wells on the Property. Any and all agricultural uses shall be conducted in accordance with BMPs and in compliance with all laws, rules, and regulations;

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Item 8C, cont.

- The right to conduct silvicultural operations, provided that prior to any timbering in an SNA, Grantor shall consult with Grantee concerning reforestation methods and methods are consistent with the perpetual protection of the SNAs;
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' Florida Forest Service or its successor agency;
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches, and such other facilities on the Property as depicted in the BDR, except on SNAs;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a rural lands protection easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement;
- The right to exclusive use of the improvements on the Property;
- Grantor shall obtain and comply with all permits for management of stormwater, water wells, and consumptive uses as may be required by the water management district or any agency having jurisdiction over those activities;
- The right to construct buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Grantor must first obtain the advanced written approval of grantee before constructing buildings or other structures incident to agricultural uses. Such buildings shall not be used as residences;
- The right to establish (by survey, fencing, or marking) and maintain property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement;
- The right to observe, maintain, photograph, and film, introduce and stock native fish or wildlife on the Property, to use the Property for hiking, horseback riding, and agritourism, provided Grantor complies with Florida Statutes and Administrative Rules, as amended. Grantor reserves, and shall continue to own, the hunting and fishing rights, and Grantor may lease and sell such rights;
- The right to install connections to normal utility systems, such as electric, cable, water, sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited, unless approved by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement's purposes. Existing utilities may be repaired at their current location; and
- The right to engage in ecosystem services markets under other programs provided such action shall be in compliance with all applicable laws, statutes, rules, and ordinances, and not contrary to the terms of this Easement. Any such ecosystem services shall not reduce the agriculture

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****

Item 8C, cont.

production are by more than 10 percent of the total agricultural production area listed on the BDR.

Encumbrances
There are no known encumbrances on the property that adversely affect marketability, or the ability to enforce the rights granted under the easement.

Mortgages and Liens
All mortgages and liens will be satisfied or subordinated at the time of closing. FDACS staff will review, evaluate, and implement an appropriate resolution for these and any other title issues that arise prior to closing.

Closing Information
A title insurance commitment, survey, baseline documentation report, and environmental site assessment of the property will be provided by RFLPP prior to closing.

Monitoring Agency
This perpetual rural lands protection easement will be monitored by the RFLPP.

Comprehensive Plan
This acquisition is consistent with section 187.201(22), F.S., the Agriculture Section of the State Comprehensive Plan.

(Attachment 8C)

RECOMMEND: APPROVAL

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ATTACHMENT 4

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EXECUTIVE OFFICE OF THE GOVERNOR

RON DESANTIS

46TH GOVERNOR OF FLORIDA

FLAG STATUS: FULL STAFF

Category

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GOVERNOR RON DESANTIS AND CABINET DEED LAND FOR THE DONALD J. TRUMP PRESIDENTIAL LIBRARY

September 30, 2025

TALLAHASSEE, Fla.—Today, Governor Ron DeSantis, along with unanimous support of the Florida Cabinet, passed an agenda item to convey a 2.63-acre parcel in Miami Dade County adjacent to the Freedom Tower for the Donald J. Trump Presidential Library.

“Having the Trump Presidential Library in Miami will be good for Florida, for the city, and for Miami Dade College,” **said Governor Ron DeSantis.** “No state has supported the President’s agenda more than the Free State of Florida, and I was proud to spearhead the successful effort to house this historic presidential library right here in his home state.”

"It was an honor to vote in favor of making Florida the future home of President Trump's Presidential Library," **said Attorney General James Uthmeier.** "I look forward to the patriotic stories the Trump Library Foundation will showcase for generations to come in the Free State of Florida."

"As the home state of President Trump, Florida is grateful for his immense contributions," **said Chief Financial Officer Blaise Ingoglia.** "I am proud to approve the conveyance of land next to the historic Freedom Tower, a symbol of freedom for so many, for the Donald J. Trump Presidential Library. President Trump's historic accomplishments have forever changed our country for the better, and we look forward to welcoming visitors from around the world to learn about his legacy of patriotism. This enshrines Florida as Trump Country."

"Florida is President Trump's home state, and there is no more fitting place for his Presidential Library," **said Commissioner of Agriculture Wilton Simpson.** "I was proud to vote in support of bringing this historic tribute to Florida, where his legacy can be honored for generations."

The agenda item was part of the September 30, 2025, meeting of the state's Board of Trustees of the Internal Improvement Trust Fund (Board). The Board—comprised of the Governor as Chair, the Attorney General, the Chief Financial Officer, and the Commissioner of Agriculture—was established in 1855 and is responsible for the acquisition, management, protection, and disposition of state lands.

The parcel is currently utilized as an employee parking lot for Miami Dade College's Wolfson Campus. With the Board's approval today, the site will allow additional economic development opportunities across South Florida and become the first Presidential library established in the state, providing generations of Americans the ability to honor the service and legacy of America's 45th and 47th President, Donald J. Trump.

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ATTACHMENT 5

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PUBLIC NOTICE: NOTICE OF SPECIAL BOARD MEETING DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE

The District Board of Trustees of Miami Dade College will hold a Special Board Meeting beginning at 8 a.m. on Tuesday, September 23, 2025. The meeting will be held at 1780 W 49th Street, Hialeah, Florida 33012 in Conference Room 5101.

At this Special Board Meeting, the District Board of Trustees will discuss potential real estate transactions. If a person decides to appeal any decision made at this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be heard.

Individuals with disabilities as defined under the American with Disabilities Act who wish to attend the meeting and need special accommodations can request them by calling 305-237-2577 or 711 (Relay Service) not later than 3 business days prior to the meeting.

Dated this 16th day of September 2025

Madeline Pumariega
College President

Media Contacts

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MIAMI DADE COLLEGE
DISTRICT BOARD OF TRUSTEES
SPECIAL MEETING

The Meeting will be held at the
Hialeah Campus, Conference Room 5101
September 23, 2025
8:00 A.M.

MEMBERS OF THE BOARD

Michael Bileca, Chair
Roberto Alonso, Vice Chair
Mary Bosque-Blanco
Jose Felix Diaz
Marcell Felipe
Ismare Monreal
Juan Segovia

ADMINISTRATION

Madeline Pumariega, President
Malou Harrison, Executive Vice President & Provost
Maryam Laguna Borrego, Senior Vice President & Chief Operating Officer
Beatriz Gonzalez, President, Wolfson Campus
Alwyn Leiba, President, Medical Campus
Oscar Loynaz, President, Padron Campus
Beverly Moore-Garcia, President, West Campus &
Interim President, Homestead Campus
Georgette Perez, President, Hialeah Campus
Bryan Stewart, President, Kendall Campus
Fermin Vazquez, President, North Campus

CALL TO ORDER

MOMENT OF SILENT REFLECTION

PLEDGE OF ALLEGIANCE

- **BOARD MEMBER DISCUSSION**

ACTION AGENDA

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1. ACTION AGENDA

    a. AUTHORIZATION TO CONVEY PROPERTY TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

ADJOURNMENT

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ATTACHMENT 7

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Government & Politics

Former Miami Dade College president calls Trump library land giveaway ‘unimaginable’

WLRN Public Media | By Joshua Ceballos, Daniel Rivero
Published September 25, 2025 at 4:24 PM EDT

R.J. Heisenbottle Architects
The Miami Dade College-owned Freedom Tower, directly next to the proposed site for a Trump presidential library and hotel.

As the state of Florida prepares to hand over more than $67 million worth of downtown Miami real estate to President Donald Trump for a future presidential library and hotel, former Miami Dade College President Eduardo J. Padrón calls the move “unimaginable” and a loss for Miami’s future.

Padrón, president emeritus of Miami Dade College and the namesake for one of its campuses, said the land that's been transferred to the state was meant for an expansion of the college's Wolfson campus to accommodate its growing student population.

"It's very difficult to understand this because the public has not had a chance to even have a say on this," Padrón told WLRN. "Its just frankly unimaginable that this decision was made without any real discussion of the consequences of what that will do to the college."

READ MORE: DeSantis proposes land for Trump presidential library in downtown Miami

Miami Dade College's Board of Trustees voted this week to transfer a downtown lot next to Miami's iconic Freedom Tower to the state — in a special meeting with an advance notice that merely noted trustees would discuss: "potential real estate transactions."

Trustee Roberto Alonso said the board received a request from Gov. Ron DeSantis' office on Tuesday, Sept. 16 asking the college to convey the property to the state, without any additional detail.

"The State, through the Governor's office made request for us to convey it so that it can be used for the good of the public," Alonso told WLRN.

The very same day as the trustees vote, Republican Gov. DeSantis announced that the Florida Cabinet would vote on gifting the plot of land for the future Trump Presidential Library.

NBC News reported that the president and his family hope to turn the site into a library with an attached hotel — the first presidential library to become a hotel development.

Florida Attorney General James Uthmeier wrote on social media platform X that on Sept. 30, the state cabinet would vote on gifting the land to the Presidential Library Foundation.

"The parcel is currently utilized as an employee parking lot for Miami-Dade College's Wolfson Campus," DeSantis said in a statement. "If approved by the Board, the site would provide additional economic development opportunities across South Florida and become the first Presidential library established in the state, providing generations of Americans the ability to honor the service and legacy of America's 45th and 47th President, Donald J. Trump."

Uthmeier and Florida Chief Financial Officer Blaise Ingoglia each have posted online that they look forward to gifting the plot of land to Trump. Each was appointed to their positions by DeSantis after former Attorney General Ashley Moody was appointed to the U.S. Senate, and former CFO Jimmy Patronis was elected to Congress.

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“I’m REALLY looking forward to this being one of my first votes as a cabinet member,” Florida CFO Blaise Ingoglia wrote on X, just after the Board of Trustees vote.

Padrón, who served as Miami Dade college president from 1995 to 2019, said he was traveling when he heard the news of the college's land transfer to the state. He wasn't aware that ceding the land was even on the table, and it came as a surprise.

"I was in New York when I heard the news and I had no idea. It's very hard to understand," he said.

The downtown Miami land

The parcel of land the college gave up is currently a parking lot used by downtown visitors and staff. It sits in a prime location on Biscayne Boulevard, the main thoroughfare of the city center.

The lot lies across from the Kaseya Center, a major venue for Miami Heat basketball games and large music concerts. On the other side of the street sits the iconic Freedom Tower, where hundreds of thousands of Cuban refugees were processed in the 1960s, a property owned by the college.

Days before the Board of Trustees vote, Miami Dade College unveiled the renovated building.

Numerous downtown attractions like Bayfront Park, Bayside Marketplace, the Perez Art Museum and the Frost Science Museum are within walking distance, making it one of the few undeveloped tracts of land in the city center.

The college purchased the land in 2004 under Padrón's leadership.

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Eduardo J. Padrón
/
Via Facebook

Eduardo J. Padrón, president emeritus of Miami Dade College

Padrón told the *Miami Herald* at the time that the purchase was necessary to expand the college.

“We’re facing a huge problem downtown,” he said in 2004. “We are landlocked, basically. Part of the problem is that downtown is the hot place, and there no longer is any land left.”

The college bought the land for $24.8 million. Today, the Miami-Dade County Property Appraiser estimates the market value of the complete parcel at more than $67 million. But the true market value of the property is not known without putting it up for sale and subjecting it to bids.

“It’s worse now," Padrón told WLRN Thursday, referring to Miami’s real estate market in downtown. “There was a lot of sacrifice in order to gain that piece of land for the expansion of the college, and there’s a lot of history to it.”

The former president, who currently holds no position with the college, said there had been plans to develop the lot into a conference center so the college would no longer have to rent conference space. Another idea was to build something for New World School of the Arts, a Miami Dade College partner. He added that it doesn’t matter to him who the land is named after, he merely laments that it won’t be used to accommodate the college.

Alonso argued the college did not have a masterplan for the space that he has seen, and there is no need to expand Wolfson campus beyond its current footprint. Plus, he said, a presidential library will benefit the college as a place of learning and an economic engine.

"The college and our community have so much to gain from a presidential library," Alonso said. "This is going to complete that cultural center for downtown Miami that it was lacking."

Padrón said he hopes the public will scrutinize the deal before the Florida Cabinet votes to potentially give away the land next week, because of the lot’s significance to the college’s history.

“It will be a very sad day for me and for the former trustees who worked very hard to get this accomplished,” he said.

Miami Dade College’s Wolfson campus saw 19,500 students enroll in the fall of 2003 around the time the college purchased the lot next to the Freedom Tower. Today, more than 27,000 students are enrolled at Wolfson. A total of nearly 59,000 people are enrolled

as Miami Dade College students as of 2024 across eight campuses and via online programs.

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ATTACHMENT 8

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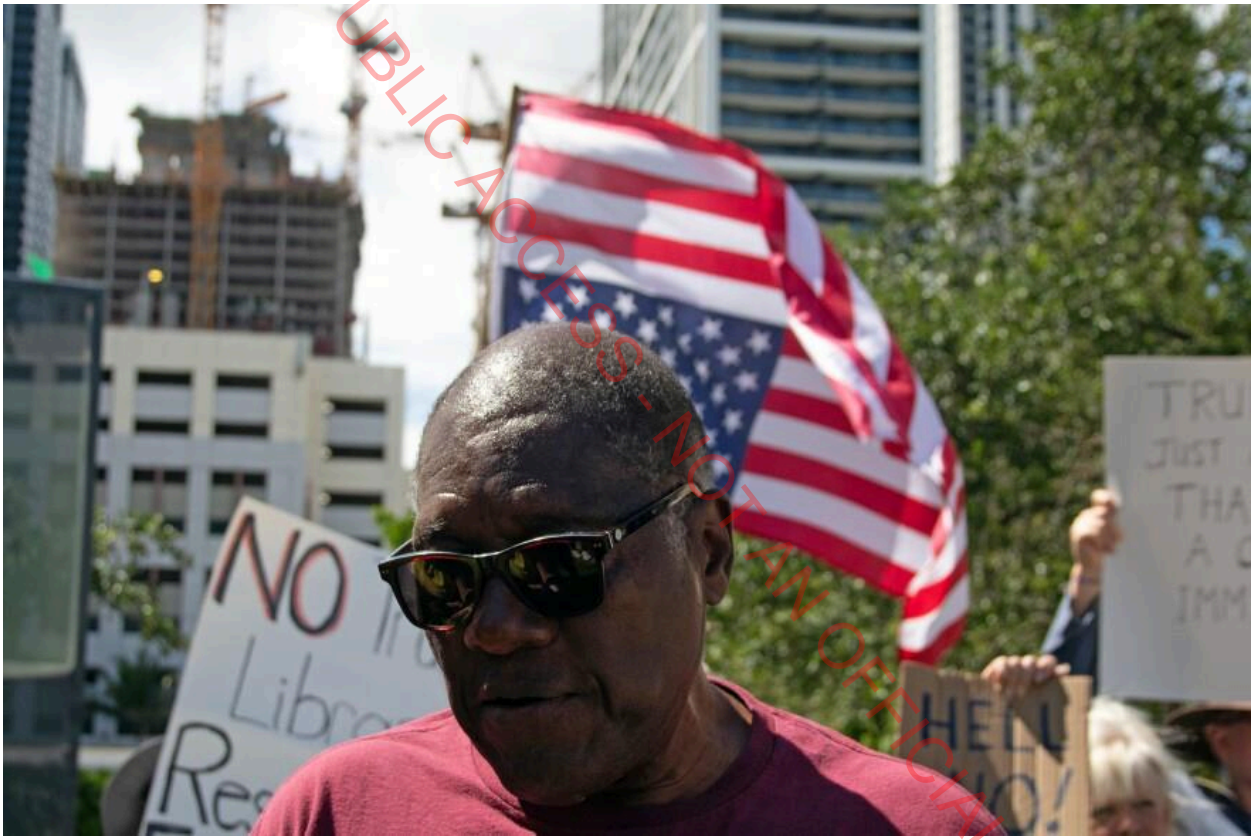
Government & Politics

South Florida community leader calls for investigation of land transfer for future Trump library

WLRN Public Media | By Anthony Cruz
Published October 1, 2025 at 6:34 PM EDT



Diego Perdomo / WLRN

Community leader Dr. Marvin Dunn speaks to press at a protest outside of the Freedom Tower in downtown Miami Sept. 29, 2025.

A South Florida activist said Wednesday he wants the Miami-Dade State Attorney's Office to launch an investigation into the recent transfer of valuable downtown Miami land — that was owned by Miami Dade College — to the state for construction of a future Donald Trump presidential library and a hotel.

In a formal complaint, Dr. Marvin Dunn, a prominent local historian leading public opposition to the land transfer, accused the MDC's Board of Trustees with a "blatant violation of Florida's Sunshine Law" by failing to disclose its plans without notifying the public.

In his letter to Miami Dade State Attorney Katherine Fernandez Rundle, Dunn is urging her "to investigate this matter immediately… and to take swift action to safeguard the rights of the public against unlawful and clandestine transfers of public land."

Dunn is also exploring further legal action. He told WLRN that he may file a class-action lawsuit against Miami Dade College and top state officials to prevent the land transfer.

Dunn has been leading the way in advocating against the land transfer, holding a protest on Monday on the lot neighboring the iconic Freedom Tower, which has been a site of recent protests against Trump's crackdown on undocumented immigrants.

"The thing about this that really hurts me and outrages me is that they're taking land from our kids and giving it to someone for commercial, economic development," said Dunn. "Taking land from our kids, that hurts me. And I think it hurts Miami-Dade County."

READ MORE: Activists protest, threaten legal action to halt land transfer for Trump Presidential Library

Miami Dade College originally purchased the land in 2004 for $24.8 million.

Miami Dade College's Board of Trustees voted Sept. 23 to transfer the downtown lot next to Miami's iconic Freedom Tower to the state — in a special meeting with an advance notice that merely noted trustees would discuss: "potential real estate transactions."

Trustee Roberto Alonso said the board received a request from Gov. Ron DeSantis' office on Tuesday, Sept. 16, asking the college to convey the property to the state, without any additional detail.

"The State, through the Governor's office, made the request for us to convey it so that it can be used for the good of the public," Alonso told WLRN.

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The very same day as the trustees voted, DeSantis announced that the Florida Cabinet would vote on gifting the plot of land for the future Trump Presidential Library.

DeSantis and the Florida Cabinet top Florida officials voted Tuesday to give the parcel appraised at more than $66 million to the foundation that's planning the president's post-administration archives, arguing that the property owned by the state-run Miami Dade College would provide a "greater benefit to the public" and "increase economic development activities" as Trump's library.

The property is flanked by glitzy condos in an iconic stretch of palm tree-lined Biscayne Boulevard, overlooking the waterfront park and across the street from the basketball arena that's home to the Miami Heat. Miami Dade College has used it as an employee parking lot.

Under the state constitution, the gifting of certain state properties requires approval by a collective decision-making body composed of the attorney general, the chief financial officer and the commissioner of agriculture as well as the governor.

Tuesday's conveyance gives the Donald J. Trump Presidential Library Foundation, Inc., control over a developer's dream property. The foundation is led by three trustees: Eric Trump, Tiffany Trump's husband Michael Boulos, and Trump attorney James Kiley.

The site is adjacent to Freedom Tower, the historic Spanish Revival building that housed one of Miami's first newspapers before serving as a resource center for hundreds of thousands of Cubans who fled communism and sought asylum in the United States.

Now operated as a museum by the college, it's considered a symbol of the city's vibrant immigrant heritage.

Said Dunn: “It's not a Trump thing. No president should be given this land… We need to respect that history.”

The Associated Press contributed to this story.

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ATTACHMENT 9

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MIAMI HERALD OPINION OP-ED

Stop the political hijacking of Miami-Dade's future for a presidential library | Opinion

Miguel "Mike" B. Fernandez
9/27/2025

The governor of Florida has earned a reputation for advancing policies that not only are anti-immigrant in spirit, but deeply damaging in practice, and especially to the very communities that form the backbone of Florida's largest cities. Nowhere is this more evident than in Miami-Dade County, the most populous in the state, where more than two-thirds of people who live here were born in another country.

Earlier this year, the governor championed legislation that drastically raised tuition for thousands of undocumented students — young people who were brought to this country by their parents in search of a better life. This was a direct assault on the future of our youth, many of whom are striving to succeed despite immense challenges. Unfortunately, the governor's campaign against immigrants and their children did not end there.

Just days ago, Tallahassee announced plans to take control of a critically important parcel of land in downtown Miami, land secured years ago by Miami Dade College to serve its growing student body. Now, Gov. Ron DeSantis and his allies want to transform this valuable public asset into the future site of the Trump Presidential Library.

This is not just a land dispute. It's a direct theft of educational opportunity for political gain.

This land sits adjacent to Miami Dade College and the historic Freedom Tower — two symbols of opportunity and the immigrant story in America. To wedge between them a monument to a president known for his disdain toward immigrants is not only tone-deaf, but also insulting to our community and everything it stands for.

Miami Dade College has long served as the launching pad for hundreds of thousands of students, many of them first-generation Americans. Stripping MDC of this property, worth tens of millions of dollars, deprives future students of the classrooms, resources and programs that this land was meant to support.

We, as a community, must ask: What public benefit will come from turning over land meant for education into a political shrine? What will students gain? Who profits, and at what cost?

It is our responsibility, especially those among us who have benefited from a Miami Dade College education, to speak out. This land was never the governor's to give away. It belongs to the people. It belongs to the students. It belongs to the future.

We should not stay silent. Rather, we should resist this political hijacking of our community's future.

Miguel "Mike" B. Fernandez is the CEO of MBF Healthcare Partners in Coral Gables. He is a Cuban-American community activist and philanthropist.

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☒ IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.
☐ IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.

DIVISION
☒ CIVIL
☐ DISTRICTS
☐ FAMILY
☐ OTHER

CIVIL COVER SHEET

CASE NUMBER: _____

JUDGE _____

PLAINTIFF	**VS. DEFENDANT**	**CLOCK IN**
Dr. Marvin Dunn	Miami Dade College, District Board of Trustees of Miami Dade College, Michael Bileca, Roberto Alonso, Maria Bosque Blanco, Marcell Felipe, Ismare Monreal, and Juan Segovia, in their Capacity as Members of the District Board of Trustees of Miami Dade College	

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- ☐ $8,000 or less
- ☐ $8,001 - $30,000
- ☐ $30,001 - $50,000
- ☐ $50,001 - $75,000
- ☐ $75,001 - $100,000
- ☒ over $100,000.00

TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

CIRCUIT CIVIL

- ☐ Condominium
- ☐ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence - other
  - ☐ Business governance
  - ☐ Business torts
  - ☐ Environmental/Toxic Tort
  - ☐ Third party indemnification
  - ☐ Construction defect
  - ☐ Mass tort
  - ☐ Negligent security
  - ☐ Nursing home negligence
  - ☐ Premises liability - commercial
  - ☐ Premises liability - residential
- ☐ Products liability
- ☐ Real property/Mortgage foreclosure
  - ☐ Commercial foreclosure
  - ☐ Homestead residential foreclosure
  - ☐ Non-homestead residential foreclosure
  - ☐ Other real property actions
- ☐ Professional malpractice
  - ☐ Malpractice - business
  - ☐ Malpractice - medical
  - ☐ Malpractice - other professional
- ☒ Other
  - ☐ Antitrust/Trade regulation
  - ☐ Business transactions
  - ☐ Constitution challenge-statute or ordinance
  - ☐ Constitution challenge-proposed amendment
  - ☐ Corporate trust
  - ☐ Discrimination-employment or other
  - ☐ Insurance claims
  - ☐ Intellectual property
  - ☐ Libel/Slander
  - ☐ Shareholder derivative action
  - ☐ Securities litigation
  - ☐ Trade secrets
  - ☐ Trust litigation

COUNTY CIVIL

- ☐ Civil
- ☐ Real property/Mortgage foreclosure
- ☐ Replevins
- ☐ Evictions
  - ☐ Residential Evictions
  - ☐ Non-residential Evictions
- ☐ Other civil (non-monetary)

COMPLEX BUSINESS COURT

REMEDIES SOUGHT (check all that apply):

- ☐ Monetary;
- ☒ Non-monetary declaratory or injunctive relief;
- ☐ Punitive

NUMBER OF CAUSES OF ACTION: [1]

(specify) Injunctive relief under the Sunshine Act.

IS THIS CASE A CLASS ACTION LAWSUIT?

- ☐ Yes
- ☒ No

HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- ☒ No
- ☐ Yes If "Yes", list all related cases by name, case number, and court.

IS JURY TRIAL DEMANDED IN COMPLAINT?

- ☐ Yes
- ☒ No

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature _____ Florida Bar # 613819

Attorney or party (Bar #, if attorney)

Andres Rivero 10/6/2025

(type or print name) Date

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